

## **EXHIBIT 69**

Georgia Form 700 (Rev 9/12)  
Partnership Tax Return

1301701619

Page 1

2012 or other taxable year

Beginning \_\_\_\_\_, and Ending \_\_\_\_\_

☒ Original Return ☐ Amended Return ☐ Final Return ☐ Name Change ☐ Address Change ☐ Composite Return Filed

A. FEI Number 3720		Name RJ General Maintenance LLC		Location of Books for Audit (city) and (state) Cumming GA	
B. GA Withholding Tax Numbers		Number and Street 3421 Preston Pointe Way		Country (404) 925-3476	
Payroll WH Number	Nonresident WH Number	City or Town Cumming		State GA	*County Code No. 058
C. Georgia Sales Tax Registration No.		City or Town Cumming		State GA	ZIP Code 30041
D. Name (if different from last year's return)		Number and Street (if different from last year's return)			
City		State	Zip Code	If no return was filed last year, state reason why	
E. NAICS Code 531390		F. Kind of Business Service		G. Basis of this return <input checked="" type="checkbox"/> CASH <input type="checkbox"/> ACCRUAL <input type="checkbox"/> OTHER	
H. Indicate latest taxable year (within last 5 years) adjusted by the IRS	I. Number of Partners 2	J. Do you have Non-Resident Partners? <input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No		K. Number of Nonresident Partners 0	L. Amount of Non Resident Withholding paid for tax year

\*See instructions for a list of Georgia county code numbers.

## COMPUTATION OF GEORGIA NET INCOME

(ROUND TO NEAREST DOLLAR)

## SCHEDULE 1

1	Total Income for Georgia purposes (Line 12, Schedule 7)	1	62,026.
2	Income allocated everywhere (Attach schedule)	2	
3	Business income subject to apportionment (Line 1 less Line 2)	3	62,026.
4	Georgia ratio (Schedule 6, Column C)	4	1.000000
5	Net business income apportioned to Georgia (Line 3 x Line 4)	5	62,026.
6	Net income allocated to Georgia (Attach Schedule)	6	
7	Total Georgia net income (Add Line 5 and Line 6)	7	62,026.

Copy of the Federal Return and supporting Schedules must be attached. Otherwise this return shall be deemed incomplete.

## DECLARATION

I/We declare under the penalties of perjury that I/we have examined this return (including accompanying schedules and statements) and to the best of our knowledge and belief it is true, correct, and complete. If prepared by a person other than taxpayer, this declaration is based on all information of which the preparer has any knowledge.

MAIL TO: Georgia Department of Revenue, Processing Center, P.O. Box 740315, Atlanta, Georgia 30374-0315

Signature of Partner (Must be signed by partner)

Steven W. White

Signature of preparer other than partner or member

☐ I authorize the Georgia Department of Revenue to electronically notify me at the below e-mail address regarding any updates to my account(s).

Email Address

558  
Preparer's SSN or PTIN

Date

03/30/13

Date

WHITE AND ASSOCIATES GROUP, LLC  
2375 Bexford View  
Cumming

GA 30041

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(Partnership) Name RJ General Maintenance LLCFEIN ██████████3720**GEORGIA TAX CREDITS**

(ROUND TO NEAREST DOLLAR)

**SCHEDULE 2**

These are for information purposes only and do not affect Schedules 1 or 3-7. See Pages 9 through 11 of the instructions for a list of available credits and their applicable codes. You must list the appropriate credit type code in the area provided. If you claim more than ten credits, enclose a schedule. Enter the schedule total on line 11. List the percentage of credit claimed in the percent (%) column.

Credit Type Code	Company Name	FEIN	%	Amount of Credit
1				1
2				2
3				3
4				4
5				5
6				6
7				7
8				8
9				9
10				10
11	Enter the total from attached schedule(s) .....			11
12	<b>TOTAL ALLOWABLE GEORGIA TAX CREDITS FOR THE YEAR</b> .....			12

Attach the appropriate form or a detailed schedule for each credit claimed (See pages 9-11 of the instructions for additional information)

**INCOME TO PARTNERS**

(ROUND TO NEAREST DOLLAR)

**SCHEDULE 3**

	(1) Name (2) Street and Number	(3) City, State and Zip (4) I.D. Number	Profit Sharing %	Georgia Source Income
A	1 Leonid Momotok		5 1.00000	6 620.
	2 3421 Preston Pointe Way			
	3 Cumming, GA 30041			
	4 ████████-8777			
B	1 Arkadiy Dubovoy		5 99.00000	6 61,406.
	2 3374 Cedar Farm Ct			
	3 Alpharetta, GA 30004			
	4 ████████-6147			
C	1		5	6
	2			
	3			
	4			
D	1		5	6
	2			
	3			
	4			
E	1		5	6
	2			
	3			
	4			
TOTAL			100.00000	62,026.

**ADDITIONS TO FEDERAL TAXABLE INCOME**

(ROUND TO NEAREST DOLLAR)

**SCHEDULE 4**

1	State and municipal bond interest other than Georgia or political subdivision thereof .....	1	
2	Net income or net profits taxes imposed by taxing jurisdictions other than Georgia .....	2	
3	Expenses attributable to tax exempt income .....	3	

Schedule 4 continued on Page 3

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(Partnership) Name RJ General Maintenance LLCFEIN 8720**ADDITIONS TO FEDERAL TAXABLE INCOME**

(ROUND TO NEAREST DOLLAR)

**SCHEDULE 4 (continued)**

4	Federal deduction for income attributable to domestic production activities (IRC section 199)	4	
5	Intangible expenses and related interest costs	5	
6	Captive REIT expenses and costs	6	
7	Other additions (Attach schedule) <u>Georgia Depreciation Adjustment</u>	7	410.
8		8	
9	Total (Add Lines 1 through 8) Enter here and on Line 9, Schedule 7	9	410.

**SUBTRACTIONS FROM FEDERAL TAXABLE INCOME**

(ROUND TO NEAREST DOLLAR)

**SCHEDULE 5**

1	Interest on obligations of United States (must be reduced by direct and indirect interest expense)	1	
2	Exception to intangible expenses and related interest cost (Attach IT-Addback)	2	
3	Exception to captive REIT expenses and costs (Attach IT-REIT)	3	
4	Other subtractions (Attach schedule)	4	
5		5	
6		6	
7	Total (Add Lines 1 through 6) enter here and on Line 11, Schedule 7	7	

**APPORTIONMENT OF INCOME**

(ROUND TO NEAREST DOLLAR)

**SCHEDULE 6**

	A. WITHIN GEORGIA	B. EVERYWHERE	C. DO NOT ROUND COL (A) / COL (B) COMPUTE TO SIX DECIMALS
1	Gross receipts from business		
2	Georgia ratio (Divide Column A by Column B)		

**COMPUTATION OF TOTAL INCOME FOR GEORGIA PURPOSES (ROUND TO NEAREST DOLLAR)****SCHEDULE 7**

1	Ordinary income (loss)	1	44,283.
2	Net income (loss) from rental real estate activities	2	
3a	Gross income from other rental activities	3a	
b	Less expenses (attach schedule)	3b	
c	Net income (loss) from other rental activities (Line 3a less Line 3b)	3c	
4	Portfolio income (loss):		
	a Interest Income	4a	
	b Dividend Income	4b	
	c Royalty Income	4c	
	d Net short-term capital gain (loss)	4d	
	e Net long-term capital gain (loss)	4e	
	f Other portfolio income (loss)	4f	
5	Guaranteed payments to partners	5	17,333.
6	Net gain (loss) under Section 1231	6	
7	Other Income (loss)	7	
8	Total Federal income (add Lines 1 through 7)	8	61,616.
9	Additions to Federal income (Schedule 4, Line 9)	9	410.
10	Total (add Lines 8 and 9)	10	62,026.
11	Subtractions from Federal income (Schedule 5, Line 7)	11	
12	Total income for Georgia purposes (Line 10 less Line 11)	12	62,026.

**Other Required Federal Information**

1	Salaries and wages (Form 1065)	1	
2	Taxes and licenses (Form 1065)	2	272.
3	Section 179 deduction (Form 1065)	3	
4	Contributions (Form 1065)	4	
5	Investment interest expense (Form 1065)	5	
6	Section 59(e)(2) expenditures (Form 1065)	6	



## State Adjustments to Federal Depreciation Amounts

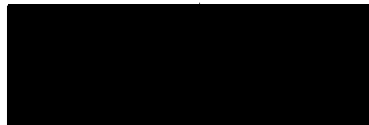
2012

Name as Shown on Return: <u>RJ General Maintenance LLC</u>		EIN: <u>26-4723720</u>				
<b>Main Activity</b> Form 1065	(A) State Depr Adj	(B) Other Adjustments	(C) Total Adjustment			
	410.		410.			
<b>Form 8825</b>	(A) State Depr Adj	(B) Other Adjustments	(C) Total Adj (Col. A + Col. B)			
Total Form 8825 Depreciation Adjustment (Sum of Column C) .....						
<b>Schedule F</b>	(A) State Depr Adj	(B) Other Adjustments	(C) Total Adj (Col. A + Col. B)			
Total Schedule F Depreciation Adjustment (Sum of Column C) .....						
<b>Farm Rental Income</b>	(A) State Depr Adj	(B) Other Adjustments	(C) Total Adj (Col. A + Col. B)			
Total Farm Rental Depreciation Adjustment (Sum of Column C) .....						
Total Depreciation Adjustment ..... 410.						
<b>Section 179 Adjustment</b>	(A) Adjustment Amount	(B) Other Adjustments	(C) Total Adj (Col. A + Col. B)			
	0.		0.			
<b>Sale of Assets (Includes recapture for Form 6252)</b>						
Description of Asset Sold	Date Acquired	Date Sold	Federal Accum Depreciation	State Accum Depreciation	Other Adj	Gain/Loss Adjustment
<b>Sale of Assets with Sec 179 Deduction Reported Separately on Federal 1120S/1065</b>						
Description of Asset Sold	Date Acquired	Date Sold	Federal Acc. Depr.	State Acc. Depr.	Other Adj	Gain/Loss Adjustment
<b>Form 6252 Current Year Installment Gain Adjustment</b>						
Description of Asset Sold	Date Acquired Sold	Current Yr Payment	Gross Profit Federal State	Gain Federal State	Other Adj	Gain/Loss Adjustment
<b>Form 6252 Current Year Installment Gain Adj for Assets with Sec 179 Reported Separately on 1120S/1065</b>						
Description of Asset Sold	Date Acquired Sold	Current Yr Payment	Gross Profit Federal State	Gain Federal State	Other Adj	Gain/Loss Adjustment
Total Gain/Loss Adjustment .....						

bstv1301.SCR 10/15/12

SEC-Momotek-E-0003726

## **EXHIBIT 70**



5908

**ARTICLES OF ORGANIZATION  
OF  
SOUTHEASTERN HOLDING & INVESTMENT COMPANY, LLC**

**ARTICLE 1.**

The name of the Limited Liability Company is SOUTHEASTERN HOLDING & INVESTMENT COMPANY, LLC ("Company"). It is organized pursuant to the Georgia Limited Liability Company Act, O.C.G.A. § 14-11-100.

**ARTICLE 2.**

The purposes of the Company are company is to engage in business for profit, to engage in any lawful act or activity for which a corporation may be organized under the general corporation laws of the State of Georgia, and without limitation in the following to engage in the purchase, sale, and development properties and to engage in any activity for which limited liability companies may be formed under the Act. The Company shall have all the powers necessary or convenient to effect any purpose for which it is formed, including all powers granted by the Act.

**ARTICLE 3.**

The address of the principal office of the limited liability company is 3517 Wennington Trace, Alpharetta, Georgia 30004.

**ARTICLE 4.**

Management of the limited liability company is vested in Managing Member(s).

**ARTICLE 5.**

The name and address of the Registered Agent of the limited liability company is Patrick F. McMahon, Esq., 6192 Ferry Drive NE, Atlanta, Georgia 30328-3012..

**ARTICLE 6.**

The Managing Member(s) of the limited liability company has the right and authority to manage all of the affairs of the company as herein specified and as specified in any operating agreement adopted by the company.

**ARTICLE 7.**

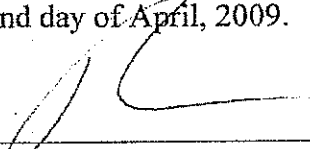
The Managing Member has the authority to purchase, sell or refinance any real estate asset on behalf of and in the name of the company. No provision of any operating agreement adopted by the company shall serve to limit the authority of the Managing Member as specified herein.

**ARTICLE 8.**

The notice of intent to incorporate has been sent contemporaneously to the Fulton County Daily Report.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization.

This 22nd day of April, 2009.

  
\_\_\_\_\_  
Patrick F. McMahon, Esq.  
Registered Agent For  
RJ GENERAL MAINTENANCE, LLC



## NOTICE OF INCORPORATION

Notice is given that articles of incorporation which will incorporate **SOUTHEASTERN HOLDING & INVESTMENT COMPANY, LLC**, have been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation is located at 6192 Ferry Drive NE, Atlanta, Georgia 30328-3012 and its initial registered agent at such address is **PATRICK F. MCMAHON**.

Please send all notices to:

Patrick F. McMahon  
6192 Ferry Drive, NE  
Atlanta, Georgia 30328-3012  
404-250-0290

RECEIVED APR 21 2009

*M. Bussey*

**OPERATING AGREEMENT  
FOR  
SOUTHEASTERN HOLDING & INVESTMENT COMPANY, LLC  
A Georgia Limited Liability Company**

THIS OPERATING AGREEMENT, of SOUTHEASTERN HOLDING & INVESTMENT COMPANY, LLC dated as of April 21, 2009, is between Arkadiy Dubovoy "Arkadiy" and Leonid Momotok "Leonid" who is individually referred to as an "Original Member" and collectively as the "Original Members" by which the Company and Original Members agree as follows:

**ARTICLE I  
ORGANIZATION**

1.1. *Formation.* The Company has been organized as a limited liability company under and pursuant to the Georgia Limited Liability Company Act, O. C. G. A. Section 14-11-101 *et seq.*, ("Act"), by the filing of Articles of Organization ("Articles") with the Secretary of State for the State of Georgia as required by the Act.

1.2. *Name.* The name of the Company shall be Southeastern Holding & Investment Company, LLC. The Company may also conduct its business under one or more registered trade names.

1.3. *Purposes.* The purposes of the Company are to engage in business for profit, to engage in any lawful act or activity for which a corporation may be organized under the general corporation laws of the State of Georgia, and without limitation in the following, to engage in the general maintenance of real estate and investments. The Company shall have all the powers necessary or convenient to effect any purpose for which it is formed, including all powers granted by the Act.

1.4. *Duration.* The Company shall continue in existence for the period fixed in the Articles for the duration of the Company or until the Company shall be sooner dissolved in accordance with Article VIII and its affairs wound up in accordance with the Act or this Operating Agreement.

1.5. *Registered Office and Resident Agent.* The Registered Office and Registered Agent of the Company shall be as designated in the Articles or any amendment of the Articles. The Registered Office and/or Registered Agent may be changed from time to time in accordance with the Act. If the Registered Agent shall ever resign, the Company shall promptly appoint a successor.

1.6. *Legal Status of the Company/Interests in the Company.* The Members have formed the Company as a limited liability company under and pursuant to the Act. The Members

specifically intend and agree that the Company is not a partnership (general or limited), a corporation or any similar entity but is a limited liability company under and pursuant to the Act.

No Member shall be construed to be a partner or shareholder in the Company or a partner of any other Member and the Articles, this Operating Agreement, and the relationships created by and arising from this Agreement, shall not be construed to suggest otherwise. A Member's interest in the Company and in such Member's Capital Account shall for all purposes be deemed a personal property interest and shall not be deemed realty or any interest in the Company's real or personal property assets.

## ARTICLE II BOOK, RECORDS AND ACCOUNTING

2.1. *Books and Records.* The Company shall maintain complete and accurate books and records of its business and affairs as required by the Act and such books and records shall be kept at the Company's Business Office. Such books and records shall include (a) a current list of the full name and last known address of each Member; (b) a copy of the Articles and any amendments; (c) copies of the federal, state and local tax returns of the Company for the three (3) most recent fiscal years; (d) copies of any financial statements of the Company for the three (3) most recent fiscal years; (e) a copy of this Operating Agreement and any amendments; (f) copies of such other records as would enable a Member to determine the Member's ownership and relative voting rights; and (g) such other information as shall be required by the Act.

2.2. *Fiscal Year Accounting.* The Company's fiscal year shall be the calendar year. The particular accounting methods and principles to be followed by the Company shall be selected by the Managing Member (as defined in Section 5.2.1) from time to time.

2.3. *Reports.* The Managing Member shall prepare reports concerning the financial condition and results of operation of the Company in the time, manner and form as the Managing Member reasonably determines. Such reports shall be provided to the Members at least annually as soon as practicable after the end of each fiscal year of the Company and shall include a statement of each Member's share of profits and other items of income, gain, loss, deduction and credit for such fiscal year. Any Member shall also, upon request, be provided with copies of pertinent documents executed by the Company (i.e., mortgage notes, mortgages, leases, etc.) affecting Company property.

## ARTICLE III OWNERSHIP AND PROFIT SHARING

3.1. *Ownership.* The ownership of the Company shall be as follows:

Arkadiy Dubovoy	50%
Leonid Momotok	50%

3.2 *Profit Sharing.* The profit and losses in the Company shall be split as follows:

Arkadiy Dubovoy	99.9%
Leonid Momotok	0.1%

3.3 *Profit Defined.* Profit shall be defined as follows: sales price minus purchase price minus closing costs on purchase and sale minus interest paid, minus remodeling costs, minus out-of-pocket expenses, and all other expenses. Every expense in this calculation shall be supported by written documentation acceptable to all Members. Profits shall be distributed and losses paid on a monthly basis unless otherwise agreed to in writing by the parties.

3.4 *Title to Property.* Property purchased by the Company shall be titled in the name of the Company.

#### ARTICLE IV VOTING RIGHTS OF MEMBERS

4.1. *Voting.* All Members shall be entitled to vote on all matters submitted to a vote of the Members, including, without limitation, those matters which must be submitted to a vote of Members pursuant to the provisions of the Act and this Operating Agreement. Unless a greater vote is required by the Act, the Articles or this Operating Agreement, the affirmative vote of the Members whose interests constitute not less than fifty-one percent (51%) of the ownership of the Company shall be required.

4.2. *Meetings.* Meetings of Members for any proper purpose or purposes may be called at any time by the Managing Member and/or by the Members whose interests constitute twenty-five percent (25%) of the ownership of the Company. The Company shall deliver or mail written notice stating the date, time, place and purposes of any meeting to each Member entitled to vote at the meeting. Such notice shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting. All meetings of Members shall be presided over by a Chairperson who shall be a Member so designated by the Managing Member. A Member shall be deemed to be personally present for the conduct of business at any meeting of the Members for which notice was given if such Member participates in said meeting by means of a telephone conference or similar communications equipment through which all persons participating in the meeting can hear each other discuss the matters presented at the meeting.

4.3. *Consent.* Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action so taken, are signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members were present and voted. Every written consent shall bear the date and signature of each Member who signs the consent. Prompt notice of the taking of action without a meeting by less

than unanimous written consent shall be given to all Members who have not consented in writing to such action.

## ACTION V MANAGEMENT

5.1. *Development.* The Company will endeavor identify those business opportunities most favorable for profit.

### 5.2 *Management of Business.*

5.2.1. *President.* The Company shall be managed by Leonard Momotok as President.

5.2.2. *General Powers of the President.* The business and affairs of the Company shall be managed by the President. The President shall have the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company, including the power to: (a) open one or more depository accounts and make deposits into and checks and withdrawals against such accounts; (b) enter into any and all agreements and execute any and all contracts, documents and instruments (including this Operating Agreement); (c) engage employees and agents, define their respective duties, and establish their compensation or remuneration; (d) obtain insurance covering the business and affairs of the Company and its property and on the lives and well being of its Members, employees and agents; and (e) commence, prosecute or defend any proceeding in the Company's name. Notwithstanding the foregoing, the President may not, on behalf of the Company, (x) purchase, lease or otherwise acquire any real or personal property; (y) sell, convey, mortgage, grant a security interest in, pledge, lease, exchange or otherwise dispose or encumber any real or personal property; or (z) borrow money, unless such transaction is approved by the affirmative vote or consent of the Members whose interests constitute not less than fifty-one percent (51%) of the ownership of the Company.

5.4.3. *Specific Powers/Rights of the President.* The following specific provisions shall be applicable to management of the Company by the President:

5.4.3.1. *General Company Affairs.* The President shall manage the general affairs of the Company (i.e., accounting, legal, etc.). The President shall be responsible for keeping an accurate record of the Company's accounts, and at the end of each calendar year the financial statements of the Company shall be prepared by an independent certified public accounting firm. All funds of the Company shall be deposited in a commercial checking account with a federally insured banking institution with all funds being held in the name of the Company, and with said account providing for the disbursement of funds only upon the signature of the President. The President may retain an independent certified public accounting firm for the Company and may also retain legal counsel for the Company. The fees of such accounting firm and legal counsel shall be treated as expenses of the

Company.

5.4.3.2. *Maintenance Services.* The President shall provide to the Company property maintenance services for any jobs embarked upon by the Company, approved by the Members pursuant to Section 5.1. Such maintenance services to be provided by the President shall include the following: (a) retain and coordinate feasibility and estimates for all jobs; (b) secure all governmental approvals; (c) contract for and monitor architectural, engineering and construction services, as required; (d) secure appropriate materials and personnel to accomplish the jobs; (e) and perform all other tasks reasonably necessary in the maintenance services process.

5.5. *Tax Matters Member.* The Members agree that the President shall serve as the "tax matters member" for purposes of the Code.

5.6. *Reimbursement.* The Members and the President shall be entitled to reimbursement from the Company for all expenses of the Company reasonably incurred and paid for by them on behalf of the Company. Any expense in excess of \$1,500 shall and must be approved by the affirmative vote or consent of the Members whose interests constitute not less than fifty-one percent (51%) of the ownership of the Company, otherwise reimbursement shall not be made absent the written consent of all Members.

5.7. *Standard of Care; Liability.* Every Member and the President shall discharge his or its duties on behalf of the Company in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner which he or it reasonably believes to be in the best interests of the Company. No Member nor the President shall be liable for monetary damages to the Company for any breach of any such duties except for receipt of a financial benefit to which the Member or the President is not entitled, voting for or assenting to a distribution to the Members in violation of this Operating Agreement or the Act, or a willful violation of the law. Unless otherwise provided by law or expressly assumed, no Member nor the President shall be liable for the acts, debts or liabilities of the Company.

5.8. *Indemnification.* The Company shall indemnify each Member and the President from and against any claims, losses, liabilities, damages or expenses (including attorney's fees and expenses) incurred by that Member or the President as a result of or in connection with any pending or threatened legal proceeding (whether civil, criminal, administrative or investigative and whether formal or informal) in which that Member or the President is made party or threatened to be made party as a result of his or its status as a Member or President of the Company or as an employee or agent of the Company, subject to the following limitations: (a) such indemnification shall not be applicable to any suit or proceeding brought by or in the right of the Company; (b) the right to indemnification is dependent upon such person having acted in good faith, with the care an ordinarily prudent person in a like position would have exercised under similar circumstances, in a manner which such person reasonably believed to be in the best



interests of the Company and, with respect to any criminal suit or proceeding, such person had no reasonable cause to believe this his or its conduct was unlawful; and (c) the right to indemnification shall not extend to any suit or proceeding based upon the receipt by such person of any financial benefit to which such person was not legally entitled, any suit or proceeding based upon the affirmative vote of such person to any distribution to the Members in violation of this Operating Agreement or the Act or any suit or proceeding involving any willful violation by such person of any provision of law. Where applicable, the right of indemnification shall extend to any actual and reasonable expenses (including attorney's fees and expenses) incurred by such person in connection with any suit or proceeding brought to enforce the obligations of the Company under this Section 5.8. Any indemnification permitted under this Article, unless ordered by a court of competent jurisdiction, shall be made by the Company only as authorized in the specific case upon a determination that the indemnification is proper under the circumstances because such person has met the applicable standards of conduct and upon an evaluation of the reasonableness of expenses and amounts paid in settlement. This determination and evaluation shall be made by a majority vote (based upon respective ownership) of those Members who are not party to or threatened by the suit or proceeding to which the claim for indemnification relates or by independent counsel obtained by the Company for such purpose. The Company may elect to provide errors and omissions insurance for the Members and officers of the Company.

#### ARTICLE VI DISPOSITION OF MEMBERSHIP INTERESTS

A Member may not assign such Member's interest in the Company in whole or in part for any reason to any person, persons, or entity.

#### ARTICLE VII DISSOLUTION AND WINDING UP

7.1. *Dissolution.* The Company shall dissolve and its affairs shall be wound up on the first to occur of the following events: (a) the expiration of the period of duration specified in the Articles; (b) the unanimous consent of all of the Members; or (c) the death, withdrawal, expulsion, bankruptcy, or dissolution of a Member or the occurrence of any other event that terminates the continued membership of a Member in the Company unless within ninety (90) days after the disassociation of membership as so provided in subparagraph 8 a majority of the remaining Members consent to continue the business of the Company and, if necessary, to the admission of one or more Members.

7.2. *Winding Up.* Upon dissolution, the Company shall cease carrying on its business and affairs and shall commence the winding up of the Company's business and affairs and complete the winding up as soon as practicable. Upon the winding up of the Company, the assets of the Company shall be distributed first to creditors in satisfaction of Company debts, liabilities and obligations and then to the Members in accordance with their Sharing Ratios.

ARTICLE VIII  
MISCELLANEOUS PROVISIONS

8.1. *Notices.* Any notice or other communication permitted or required under this Operating Agreement is to be in documented form. Any notice may be delivered personally, or by United States first class mail, or by Postal Service or commercial overnight document delivery service, or may be transmitted by electronic means, to the party at the address set forth in the records of the Company. Any notice given under this Agreement is deemed to have been given on the date dispatched or transmitted, or if given personally, on the date such notice document was personally delivered. The addresses stated in this paragraph may be changed by the respective parties upon a documented notice delivered pursuant to this paragraph.

8.2. *Liens.* No Member shall permit any liens to be placed upon the Company=s property except as herein provided.

8.3. *Binding Effect.* Subject to the provisions of this Operating Agreement relating to transferability, this Operating Agreement will be binding upon and shall inure to the benefit of the parties, and their respective distributees, heirs, successors, and assigns.

8.4. *Governing Law.* This Operating Agreement is being executed and delivered in the State of Georgia and shall be governed by, construed and enforced in accordance with the laws of the State of Georgia.

8.5. *Counterparts.* This Operating Agreement may be executed by the parties in one or more counterparts or by one or more copies delivered by electronic transmission, and all of which, when taken together, shall constitute one and the same original of this Operating Agreement.

8.6. *Severability.* The invalidity or unenforceability of any particular provision of this Operating Agreement shall not affect the other provisions of this Agreement, and this Operating Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

8.7. *Amendment.* This Operating Agreement may be amended or revoked at any time by a written agreement executed by all of the parties to this Operating Agreement. No change or modification to this Operating Agreement shall be valid unless in writing and signed by all of the parties to this Operating Agreement.

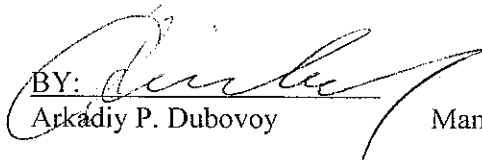
8.8. *Entire Agreement.* This Operating Agreement constitutes the entire agreement among the parties and contains all of the agreements among said parties with respect to the subject matter of this Agreement. This Operating Agreement supersedes any and all other agreements, either oral or written, between said parties with respect to the subject matter of this Agreement.

8.9 *Time*. Time is of the essence of in this Agreement.

8.10 *Dispute Resolution*. In the event of a dispute or breach of any obligation, term, or provision of this Operating Agreement, the parties hereby agree to submit all issues to fast track binding arbitration before the Honorable Philip F. Etheridge, Esq. or some other equally qualified and experienced local arbitrator. The arbitrator shall determine all issues and the costs to be assigned to each party, if any.

IN WITNESS WHEREOF, the parties make and execute this Operating Agreement intending it to be effective on the date first above written.

BY:   
Leonid Momotok Managing Member

BY:   
Arkadiy P. Dubovoy Managing Member

## **EXHIBIT 71**

**From:** Leonard Momotok <leonard4m@gmail.com>  
**Sent:** Thursday, August 29, 2013 6:47 PM  
**To:** dubovoy01@gmail.com  
**Subject:** info

---

DE, CAT, NTAP, OVTI, ENS, LXX, FMC, RSG, ARRS, TMH, HMN, CINF  
LLY, HAE, MXIM, LM, MUSA, SAP, CA, IGT, PH, FUL, XLNX, KEM, BOBE  
ONXX, QCOM, THOR, GEOY, BWA, ALL, SWN, LEG, NR, VDSI, DD, ALTR,  
AME, CPHD, HON, XLNX, TSO, MHP, AN, NDN, SHLM, KR, DRI, ONM,  
MCRS, GES, HAIN, DY, USK, SGI, LDK, ANN, SODA, CVO, OC, WTW,  
KOG, RWT, COGO, HTWR, MTZ, ANDE, LEA, WTI, TPX, ALB, CB, NVDAM  
NUVA, CUB

**From:** Leonard Momotok <leonard4m@gmail.com>  
**Sent:** Tuesday, September 3, 2013 5:54 PM  
**To:** dubovoy01@gmail.com  
**Subject:** news for OVTI

---

05:40 PM EDT, 08/29/2013 (MidnightTrader) -- Here are some of the stocks moving in after-hours trading worth watching in Friday's regular session.

SPLK, +6.1%; Posts strong Q2, guides Q3 in line, FY14 above Street view

OVTI, -10.4%; Posts Q1 results, Q2 guidance

KKD, -13.0%; Records Q2 revs, beats higher than consensus, guides for FY 2014

<http://www.midnighttrader.com> (C) 1999-2013 MT Newswires, a Division of MidnightTrader, Inc. All rights reserved.

OmniVision Technologies Inc.'s (OVTI) fiscal first-quarter earnings soared from a year earlier as the chip maker recorded a double-digit revenue gain, though margins continued to weaken.

Shares were down 9.3% to \$16.69 after hours as the company offered a cautious second-quarter outlook.

OmniVision projected current-quarter adjusted earnings per share of 36 cents to 53 cents, compared with a 49-cent estimate from analysts polled by Thomson Reuters. The company also forecast revenue of \$375 million to \$410 million, compared to analysts' consensus estimate of \$407 million.

OmniVision generates the biggest chunk of its business in the smartphone sector, and its results have been closely linked to that market. Its products include camera sensors for phones, including Apple Inc.'s (AAPL) iPhone.

The company has seen high manufacturing costs put pressure on its margins, an area OmniVision has been seeking to improve. In the latest quarter, gross margin narrowed to 17.4% from 19.1% a year earlier and from 17.5% in the fourth quarter.

"As competition intensified in response to the market slowdown, the forecasts for some of our products were negatively affected and we did not see a sequential improvement in gross margin," said Chief Executive Shaw Hong, adding that the company continues to cut costs across its supply chain and pursue potential growth areas such as the automotive sector.

For the quarter ended July 31, OmniVision reported a profit of \$23.1 million, or 42 cents a share, up from \$2.3 million, or four cents a share, a year earlier. Excluding stock-based compensation and related tax effects, per-share earnings rose to 55 cents from 21 cents. Revenue jumped 45% from a year earlier to \$373.7 million.

In May, the company had projected earnings of 35 cents to 52 cents a share and revenue of \$355 million to \$390 million, above analyst estimates at the time.

Operating expenses were down 3.4% in the latest period.

Through the close, the stock is up 31% since the start of the year.

Write to Nathalie Tadena at [nathalie.tadena@wsj.com](mailto:nathalie.tadena@wsj.com)



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Visit <http://djnweurope.ar.wilink.com/?ticker=US6821281036> or call +44 (0)208 391 6028

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Write to Nathalie Tadena at [nathalie.tadena@wsj.com](mailto:nathalie.tadena@wsj.com)

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04:34 PM EDT, 08/29/2013 (MidnightTrader) -- OmniVision (OMNI) shares are plunging more than 10% in after-hours trade as it reports revenues for Q1 fiscal 2014 were \$373.7 million, as compared to \$258.1 million in Q1 2013.

Non-GAAP net income in Q1 fiscal 2014 was \$31.7 million, or \$0.55 per diluted share. Non-GAAP net income in Q1 of fiscal 2013 was \$11.6 million, or \$0.21 per diluted share. Analysts expected \$0.43 per share

in Q1 and \$376 million in revenue.

The company expects revenues for Q2 2014 will be in the range of \$375 million to \$410 million and non-GAAP net income per share of between \$0.36 and \$0.53 per diluted share. For Q3, the Street was expecting \$0.50 per share in earnings on \$407 million in revenue.

Price: 16.55, Change: -1.86, Percent Change: 10.0

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OmniVision Technologies, Inc. (NASDAQ: OVTI)  
is looking for Q2 EPS of \$0.36-0.53 vs \$0.50  
analyst estimate.

<http://pro.benzinga.com>

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OmniVision Technologies, Inc. (NASDAQ: OVTI)  
reports Q1 EPS of \$0.55 versus the estimated \$0.43,  
beating by \$0.12. EPS were Up 162% from the same quarter  
last year. Revenue came in at \$373.70M versus the  
estimated \$376.58M. Sales were Up 45% year over year.

<http://pro.benzinga.com>

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GAAP net income	\$ 23,061	\$ 2,327	\$ 8,922
Add:			
Stock-based compensation in cost of revenues	972	1,060	871
Stock-based compensation in research, development and related expenses	3,794	4,752	3,660
Stock-based compensation in selling, general and administrative expenses	3,730	3,716	3,230
(Increase) decrease in provision for income taxes without the effect of stock-based compensation	170	(294)	777
Non-GAAP net income	<u>\$ 31,727</u>	<u>\$ 11,561</u>	<u>\$ 17,460</u>
GAAP provision for (benefit from) income taxes	\$ (6,731)	\$ (2,533)	\$ 3,125
(Increase) decrease in provision for income taxes without the effect of stock-based compensation	170	(294)	777
Non-GAAP provision for (benefit from) income taxes	<u>\$ (6,901)</u>	<u>\$ (2,239)</u>	<u>\$ 2,348</u>
Non-GAAP net income per share:			
Basic	<u>\$ 0.58</u>	<u>\$ 0.22</u>	<u>\$ 0.32</u>
Diluted	<u>\$ 0.55</u>	<u>\$ 0.21</u>	<u>\$ 0.31</u>
Shares used in computing non-GAAP net income per share:			
Basic	<u>54,611</u>	<u>52,830</u>	<u>53,943</u>
Diluted	<u>57,509</u>	<u>55,186</u>	<u>56,525</u>

SOURCE OmniVision  
Technologies, Inc.

/CONTACT: Investor Relations, Arnab Chanda, OmniVision Technologies, Inc., 408.653.3144, [invest@ovt.com](mailto:invest@ovt.com)

/Web site: <http://www.ovt.com>

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SOURCE OmniVision  
Technologies, Inc.

/CONTACT: Investor Relations, Arnab Chanda, OmniVision  
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or call +44 (0)208 391 6028

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**From:** Leonard Momotok <leonard4m@gmail.com>  
**Sent:** Tuesday, September 3, 2013 6:02 PM  
**To:** dubovoy01@gmail.com  
**Subject:** news for BSFT

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## BroadSoft Reports Second Quarter 2013 Financial Results

GAITHERSBURG, MD--(Marketwired - Aug 5, 2013) - BroadSoft, Inc. (NASDAQ: BSFT) , the leading global provider of Internet protocol-based, or IP-based, communications services to the telecommunications industry, today announced financial results for the quarter ended June 30, 2013.

### Financial Highlights for the Second Quarter of 2013

- Total revenue increased 9% year-over-year to \$44.0 million
- GAAP gross profit was 78% of total revenue; non-GAAP gross profit was 82% of total revenue
- GAAP loss from operations totaled \$2.3 million; non-GAAP income from operations totaled \$9.7 million, or 22% of revenue
- GAAP basic and diluted EPS was \$(0.11) per common share; non-GAAP diluted EPS was \$0.32 per common share

### Results for the three months ended June 30, 2013

Total revenue rose to \$44.0 million in the second quarter of 2013, an increase of 9% compared to \$40.5 million in the second quarter of 2012.

Net loss for the second quarter of 2013 was \$3.0 million, or \$0.11 per basic and diluted common share, compared to net income of \$2.4 million, or \$0.08 per diluted common share, in the second quarter of 2012.

On a non-GAAP basis, net income in the second quarter of 2013 was \$9.2 million, or \$0.32 per diluted common share, compared to non-GAAP net income of \$ 9.4 million, or \$0.33 per basic and diluted common share, in the second quarter of 2012. A reconciliation of non-GAAP and GAAP results is included in the financial tables below.

### Results for the six months ended June 30, 2013

Total revenue was \$83.6 million for the first six months of 2013, compared to \$78.9 million for the first six months of 2012, reflecting year-over-year growth of 6%.

Net loss for the first six months of 2013 was \$5.3 million, or \$0.19 per basic and diluted common share, compared to net income of \$4.1 million, or \$0.14 per diluted common share, for the first six months of 2012.

On a non-GAAP basis, net income for the first six months of 2013 was \$14.3 million or \$0.50 per diluted common share, compared to non-GAAP net income of \$ 17.5 million, or \$0.62 per diluted common share, in the first six months of 2012. A reconciliation of non-GAAP and GAAP results is included in the financial tables below.

### Management Commentary

"Our second quarter performance was driven by the positive results our customers are experiencing with their hosted

Unified Communications services in the marketplace," said Michael Tessler, president and chief executive officer, BroadSoft. "There are many factors driving the demand for hosted Unified Communications, including the growth of mobile workers. This workforce evolution is pushing enterprises to seek business tools, such as hosted Unified Communications, that speed decision-making, allow remote teams to easily collaborate and ensure enterprises run efficiently. The extensive mobile capabilities of our UC-One platform are designed to enable our service provider customers to meet the needs of the increasingly mobile enterprise."

"We were pleased with our results for the second quarter from a revenue, billings and profitability perspective," said Jim Tholen, chief financial officer, BroadSoft. "A highlight of the quarter was the 25% year-over-year growth in our software billings. This strength was driven by our enterprise-centric UC solutions which saw strong demand across products, end-market segments and geographies."

## Guidance

For the third quarter of 2013, BroadSoft anticipates revenue of \$42 to \$46 million. The Company also expects to achieve earnings on a non-GAAP basis of \$ 0.23 to \$0.33 per diluted common share.

For the full year 2013, BroadSoft expects revenue of \$181 to \$186 million. The Company anticipates full year 2013 earnings on a non-GAAP basis of \$1.15 to \$ 1.40 per diluted common share.

## Conference Call

BroadSoft will discuss its second quarter 2013 results and its business outlook today via teleconference at 5:00 p.m. Eastern Time. To participate in the teleconference, callers can dial the toll free number 1-877-312-5517 (U.S. callers only) or 1-760-666-3772 (from outside the U.S.). The conference call can also be heard live via audio webcast at <http://investors.broadsoft.com/events.cfm>. To help ensure the conference begins on time, please dial in or connect via the web five minutes prior to the scheduled start time.

For those unable to participate in the live call, a recording will be available shortly after the conclusion of the call at <http://investors.broadsoft.com/events.cfm> and will remain available until immediately prior to our next earnings call.

BroadSoft has provided in this release, and will provide on this afternoon's teleconference, financial information that has not been prepared in accordance with generally accepted accounting principles, or GAAP. BroadSoft uses these non-GAAP financial measures internally in analyzing its financial results and believes they are useful to investors, as a supplement to GAAP measures, in evaluating BroadSoft's ongoing operational performance. BroadSoft's management regularly uses these non-GAAP financial measures to understand and manage its business and believes these non-GAAP financial measures provide meaningful supplemental information regarding the Company's performance by excluding certain non-cash expenses, and may include additional adjustments for items that are infrequent in nature. BroadSoft believes the use of these non-GAAP financial measures provides an additional tool for investors to use in evaluating ongoing operating results and trends and in comparing its financial results with other companies in BroadSoft's industry, many of which present similar non-GAAP financial measures to investors. A reconciliation of the non-GAAP financial measures included in this release and to be discussed on this afternoon's teleconference to the most directly comparable GAAP financial measures is set forth below.

## Non-GAAP financial measures:

Non-GAAP net income and net income per share. BroadSoft defines non-GAAP net income as net income plus stock-based compensation expense, amortization expense for acquired intangible assets, non-cash interest expense on the Company's convertible notes, and non-cash tax expense included in the GAAP tax provision. BroadSoft defines non-GAAP income per share as non-GAAP net income divided by the weighted average shares outstanding. BroadSoft considers these non-GAAP financial measures to be useful metrics for management and investors because they exclude the effect of certain non-cash expenses so management and investors can compare BroadSoft's core business operating results over multiple periods.

Non-GAAP gross profit, license gross profit, subscription and maintenance support gross profit, and professional services and other gross profit. BroadSoft defines non-GAAP gross profit as gross profit plus stock-based compensation expense and amortization expense for acquired intangible assets. BroadSoft considers non-GAAP gross profit to be a useful metric for management and our investors because it excludes the effect of certain non-cash expenses so management and its investors can compare BroadSoft's sales margins over multiple periods. Where BroadSoft provides further breakdown of non-GAAP gross profit between license, subscription and maintenance support and professional services and other, the Company adds back the stock-based compensation expense and amortization expense, as applicable, to the related gross profit.

Non-GAAP license cost of revenue, subscription and maintenance support cost of revenue, and professional services and other cost of revenue. BroadSoft defines non-GAAP cost of revenue as cost of revenue less stock-based compensation expense and amortization expense for acquired intangible assets. BroadSoft considers non-GAAP cost of revenue to be a useful metric for management and our investors because it excludes the effect of certain non-cash expenses so management and its investors can compare BroadSoft's cost of revenue over multiple periods. Where BroadSoft provides further breakdown of non-GAAP cost of revenue between license, subscription and maintenance support and professional services and other, the Company subtracts the stock-based compensation expense and amortization expense as applicable, to the related cost of revenue.

Non-GAAP income from operations. BroadSoft defines non-GAAP income from operations as income from operations plus stock-based compensation expense and amortization expense for acquired intangible assets. BroadSoft considers non-GAAP income from operations to be a useful metric for management and investors because it excludes the effect of certain non-cash expenses so management and investors can compare BroadSoft's core business operating results over multiple periods. Where BroadSoft provides further breakdown of non-GAAP operating expenses for sales and marketing, research and development and general and administrative, the Company deducts stock-based compensation expense included in the applicable expense item.

Billings. BroadSoft defines billings as revenue plus the net change in our deferred revenue balance for a particular period. BroadSoft believes that billings is a key measure of our business activity.

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other	2,872	2,212	5,565	4,675
	----	-----	-----	-----
Total cost of revenue	9,771	8,321	19,537	16,393
	----	-----	-----	-----
Gross profit	34,238	32,195	64,097	62,466
Operating expenses:				
Sales and marketing	15,536	11,608	29,265	22,680
Research and development	12,935	9,131	25,303	17,607
General and administrative	8,078	5,880	15,597	11,694
	----	-----	-----	-----
Total operating expenses	36,549	26,619	70,165	51,981
	----	-----	-----	-----
(Loss) Income from operations	(2,311)	5,576	(6,068)	10,485
Other expense (income):				

Interest income	(117)	(120)	(231)	(237)
Interest expense	1,817	1,723	3,606	3,419
---	-----	-----	-----	-----
Total other expense, net	1,700	1,603	3,375	3,182
---	-----	-----	-----	-----
(Loss) Income before income taxes	(4,011)	3,973	(9,443)	7,303
(Benefit from) provision for income taxes	(996)	1,617	(4,111)	3,246
---	-----	-----	-----	-----
Net (loss) income	\$ (3,015)	\$ 2,356	\$ (5,332)	\$ 4,057
===	=====	=====	=====	=====

Net (loss) income per common share:

Basic	\$ (0.11)	\$ 0.09	\$ (0.19)	\$ 0.15
Diluted	\$ (0.11)	\$ 0.08	\$ (0.19)	\$ 0.14

Weighted average common shares outstanding:

Basic	28,055	27,550	28,015	27,392
Diluted	28,055	28,253	28,015	28,238

Stock-based compensation expense included above:

Cost of revenue	\$ 1,269	\$ 483	\$ 2,266	\$ 891
Sales and marketing	3,799	1,391	6,557	2,528
Research and development	3,609	1,101	6,487	1,900
General and administrative	2,536	806	4,447	1,653

BroadSoft, Inc.

Summary of Consolidated Cash Flow Activity  
(Unaudited)

	Six Months Ended June 30,	
	2013	2012
	-----	-----
	(in thousands)	
Net cash provided by operating activities	8,395	8,233
Net cash used in investing activities	(25,238)	(17,103)
Net cash provided by (used in) financing activities	6,834	(904)

Billings  
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2013	2012	2013	2012
Beginning of period deferred revenue balance	\$ 59,580	\$ 51,631	\$ 61,149	\$ 57,136
End of period deferred revenue balance	60,966	48,794	60,966	48,794
Increase (decrease) in deferred revenue	1,386	(2,837)	(183)	(8,342)
Revenue	44,009	40,516	83,634	78,859
Revenue plus net change in deferred revenue	\$ 45,395	\$ 37,679	\$ 83,451	\$ 70,517

Software Billings  
(Unaudited)

	Three Months Ended June 30,	
	2013	2012
Beginning of period deferred license software revenue balance	\$ 15,600	\$ 14,382
End of period deferred license software revenue balance	17,258	12,933
Increase (decrease) in deferred license software revenue	1,658	(1,449)
License software revenue	24,699	22,501
License software revenue plus net change in deferred license software revenue	\$ 26,357	\$ 21,052

BroadSoft, Inc.

Reconciliation of Non-GAAP Financial Measures  
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2013	2012	2013	2012
	(In thousands)			
Non-GAAP gross profit:				
GAAP gross profit (percent of total revenue)	\$34,238 78%	\$32,195 79%	\$64,097 77%	\$62,466 79%
Plus:				
Stock-based compensation expense	1,269	483	2,266	891
Amortization of acquired intangible assets	798	557	1,596	1,116
Non-GAAP gross profit	\$36,305	\$33,235	\$67,959	\$64,473
(percent of total revenue)	82%	82%	81%	82%
GAAP license gross profit (percent of related revenue)	\$22,580 91%	\$19,849 88%	\$40,962 90%	\$38,893 89%
Plus:				
Stock-based compensation expense	321	174	554	315
Amortization of acquired intangible assets	210	239	422	480
Non-GAAP license gross profit	\$23,111	\$20,262	\$41,938	\$39,688
(percent of related revenue)	94%	90%	92%	91%
GAAP subscription and maintenance support gross profit (percent of related revenue)	\$11,526 71%	\$10,337 75%	\$22,098 70%	\$19,322 74%
Plus:				
Stock-based compensation expense	653	191	1,197	353
Amortization of acquired intangible assets	588	318	1,174	636
Non-GAAP subscription and maintenance support gross profit	\$12,767	\$10,846	\$24,469	\$20,311

(percent of related revenue)	78%	79%	78%	78%
GAAP professional services and other gross profit	\$ 132	\$ 2,009	\$ 1,037	\$ 4,251
(percent of related revenue)	4%	48%	16%	48%
Plus:				
Stock-based compensation expense	295	118	515	223
	-----	-----	-----	-----
Non-GAAP professional services and other gross profit	\$ 427	\$ 2,127	\$ 1,552	\$ 4,474
	=====	=====	=====	=====
(percent of related revenue)	14%	50%	24%	50%

## BroadSoft, Inc.

Reconciliation of Non-GAAP Financial Measures (continued)  
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2013	2012	2013	2012
	-----	-----	-----	-----
	(In thousands)			
Non-GAAP income from operations:				
GAAP (loss) income from operations	\$ (2,311)	\$ 5,576	\$ (6,068)	\$10,485
(percent of total revenue)	(5)%	14%	(7)%	13%
Plus:				
Stock-based compensation expense	11,213	3,781	19,757	6,972
Amortization of acquired intangible assets	798	557	1,596	1,116
	-----	-----	-----	-----

Non-GAAP income

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## BroadSoft Reports Second Quarter 2013 Financial Results

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- GAAP basic and diluted EPS was \$(0.11) per common share; non-GAAP diluted EPS was \$0.32 per common share

## Results for the three months ended June 30, 2013

Total revenue rose to \$44.0 million in the second quarter of 2013, an increase of 9% compared to \$40.5 million in the second quarter of 2012.

Net loss for the second quarter of 2013 was \$3.0 million, or \$0.11 per basic and diluted common share, compared to net income of \$2.4 million, or \$0.08 per diluted common share, in the second quarter of 2012.

On a non-GAAP basis, net income in the second quarter of 2013 was \$9.2 million, or \$0.32 per diluted common share, compared to non-GAAP net income of \$ 9.4 million, or \$0.33 per basic and diluted common share, in the second quarter of 2012. A reconciliation of non-GAAP and GAAP results is included in the financial tables below.

## Results for the six months ended June 30, 2013

Total revenue was \$83.6 million for the first six months of 2013, compared to \$78.9 million for the first six months of 2012, reflecting year-over-year growth of 6%.

Net loss for the first six months of 2013 was \$5.3 million, or \$0.19 per basic and diluted common share, compared to net income of \$4.1 million, or \$0.14 per diluted common share, for the first six months of 2012.

On a non-GAAP basis, net income for the first six months of 2013 was \$14.3 million or \$0.50 per diluted common share, compared to non-GAAP net income of \$ 17.5 million, or \$0.62 per diluted common share, in the first six months of 2012. A reconciliation of non-GAAP and GAAP results is included in the financial tables below.

## Management Commentary

"Our second quarter performance was driven by the positive results our customers are experiencing with their hosted Unified Communications services in the marketplace," said Michael Tessler, president and chief executive officer, BroadSoft. "There are many factors driving the demand for hosted Unified Communications, including the growth of mobile workers. This workforce evolution is pushing enterprises to seek business tools, such as hosted Unified Communications, that speed decision-making, allow remote teams to easily collaborate and ensure enterprises run efficiently. The extensive mobile capabilities of our UC-One platform are designed to enable our service provider customers to meet the needs of the increasingly mobile enterprise."

"We were pleased with our results for the second quarter from a revenue, billings and profitability perspective," said Jim Tholen, chief financial officer, BroadSoft. "A highlight of the quarter was the 25% year-over-year growth in our software billings. This strength was driven by our enterprise- centric UC solutions which saw strong demand across products, end-market segments and geographies."

## Guidance

For the third quarter of 2013, BroadSoft anticipates revenue of \$42 to \$46 million. The Company also expects to achieve



earnings on a non-GAAP basis of \$ 0.23 to \$0.33 per diluted common share.

For the full year 2013, BroadSoft expects revenue of \$181 to \$186 million. The Company anticipates full year 2013 earnings on a non-GAAP basis of \$1.15 to \$ 1.40 per diluted common share.

#### Conference Call

BroadSoft will discuss its second quarter 2013 results and its business outlook today via teleconference at 5:00 p.m. Eastern Time. To participate in the teleconference, callers can dial the toll free number 1-877-312-5517 (U.S. callers only) or 1-760-666-3772 (from outside the U.S.). The conference call can also be heard live via audio webcast at <http://investors.broadsoft.com/events.cfm>. To help ensure the conference begins on time, please dial in or connect via the web five minutes prior to the scheduled start time.

For those unable to participate in the live call, a recording will be available shortly after the conclusion of the call at <http://investors.broadsoft.com/events.cfm> and will remain available until immediately prior to our next earnings call.

BroadSoft has provided in this release, and will provide on this afternoon's teleconference, financial information that has not been prepared in accordance with generally accepted accounting principles, or GAAP. BroadSoft uses these non-GAAP financial measures internally in analyzing its financial results and believes they are useful to investors, as a supplement to GAAP measures, in evaluating BroadSoft's ongoing operational performance. BroadSoft's management regularly uses these non-GAAP financial measures to understand and manage its business and believes these non-GAAP financial measures provide meaningful supplemental information regarding the Company's performance by excluding certain non-cash expenses, and may include additional adjustments for items that are infrequent in nature. BroadSoft believes the use of these non-GAAP financial measures provides an additional tool for investors to use in evaluating ongoing operating results and trends and in comparing its financial results with other companies in BroadSoft's industry, many of which present similar non-GAAP financial measures to investors. A reconciliation of the non-GAAP financial measures included in this release and to be discussed on this afternoon's teleconference to the most directly comparable GAAP financial measures is set forth below.

#### Non-GAAP financial measures:

Non-GAAP net income and net income per share. BroadSoft defines non-GAAP net income as net income plus stock-based compensation expense, amortization expense for acquired intangible assets, non-cash interest expense on the Company's convertible notes, and non-cash tax expense included in the GAAP tax provision. BroadSoft defines non-GAAP income per share as non-GAAP net income divided by the weighted average shares outstanding. BroadSoft considers these non-GAAP financial measures to be useful metrics for management and investors because they exclude the effect of certain non-cash expenses so management and investors can compare BroadSoft's core business operating results over multiple periods.

Non-GAAP gross profit, license gross profit, subscription and maintenance support gross profit, and professional services and other gross profit. BroadSoft defines non-GAAP gross profit as gross profit plus stock-based compensation expense and amortization expense for acquired intangible assets. BroadSoft considers non-GAAP gross profit to be a useful metric for management and our investors because it excludes the effect of certain non-cash expenses so management and its investors can compare BroadSoft's sales margins over multiple periods. Where BroadSoft provides further breakdown of non-GAAP gross profit between license, subscription and maintenance support and professional services and other, the Company adds back the stock-based compensation expense and amortization expense, as applicable, to the related gross profit.

Non-GAAP license cost of revenue, subscription and maintenance support cost of revenue, and professional services and other cost of revenue. BroadSoft defines non-GAAP cost of revenue as cost of revenue less stock-based compensation expense and amortization expense for acquired intangible assets. BroadSoft considers non-GAAP cost of revenue to be a useful metric for management and our investors because it excludes the effect of certain non-cash expenses so management and its investors can compare BroadSoft's cost of revenue over multiple periods. Where BroadSoft provides further breakdown of non-GAAP cost of revenue between license, subscription and maintenance support and

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Billings. BroadSoft defines billings as revenue plus the net change in our deferred revenue balance for a particular period. BroadSoft believes that billings is a key measure of our business activity.

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08-05-13 1605ET

GAITHERSBURG, MD -- (Marketwired) -- 08/05/13 -- BroadSoft, Inc. (NASDAQ: BSFT), the leading global provider of Internet protocol-based, or IP-based, communications services to the telecommunications industry, today announced financial results for the quarter ended June 30, 2013.

#### *Financial Highlights for the Second Quarter of 2013*

- Total revenue increased 9% year-over-year to \$44.0 million
- GAAP gross profit was 78% of total revenue; non-GAAP gross profit was 82% of total revenue
- GAAP loss from operations totaled \$2.3 million; non-GAAP income from operations totaled \$9.7 million, or 22% of revenue
- GAAP basic and diluted EPS was \$(0.11) per common share; non-GAAP diluted EPS was \$0.32 per common share

#### *Results for the three months ended June 30, 2013*

Total revenue rose to \$44.0 million in the second quarter of 2013, an increase of 9% compared to \$40.5 million in the second quarter of 2012.

Net loss for the second quarter of 2013 was \$3.0 million, or \$0.11 per basic and diluted common share, compared to net income of \$2.4 million, or \$0.08 per diluted common share, in the second quarter of 2012.

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#### *Results for the six months ended June 30, 2013*

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"We were pleased with our results for the second quarter from a revenue, billings and profitability perspective," said Jim Tholen, chief financial officer, BroadSoft. "A highlight of the quarter was the 25% year-over-year growth in our software billings. This strength was driven by our enterprise-centric UC solutions which saw strong demand across products, end-market segments and geographies."

### *Guidance*

For the third quarter of 2013, BroadSoft anticipates revenue of \$42 to \$46 million. The Company also expects to achieve earnings on a non-GAAP basis of \$0.23 to \$0.33 per diluted common share.

For the full year 2013, BroadSoft expects revenue of \$181 to \$186 million. The Company anticipates full year 2013 earnings on a non-GAAP basis of \$1.15 to \$1.40 per diluted common share.

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Billings. BroadSoft defines billings as revenue plus the net change in our deferred revenue balance for a particular period. BroadSoft believes that billings is a key measure of our business activity.

With respect to our expectations under "Guidance" above, reconciliation of non-GAAP earnings per share guidance to the closest corresponding GAAP measure is not available without unreasonable efforts on a forward-looking basis due to the high variability, complexity and low visibility with respect to the charges excluded from these non-GAAP measures, in particular, the measures and effects of non-cash income taxes, which are extremely difficult to project as a result of our tax status in a number of foreign jurisdictions, and stock-based compensation expense specific to equity compensation awards that are directly impacted by unpredictable fluctuations in our stock price. We expect the variability of the above charges to have a significant, and potentially unpredictable, impact on our future GAAP financial results.

The presentation of non-GAAP net income, non-GAAP net income per share, non-GAAP gross margin, non-GAAP income from operations, billings and other non-GAAP financial measures in this release and on this afternoon's teleconference is not meant to be a substitute for "net income," "net income per share," "gross margin," "income from operations" or other financial measures presented in accordance with GAAP, but rather should be evaluated in conjunction with such data. BroadSoft's definition of "non-GAAP net income," "non-GAAP net income per share," "non-GAAP gross margin," "non-GAAP income from operations," "billings" and other non-GAAP financial measures may differ from similarly titled non-GAAP measures used by other companies and may differ from period to period. In reporting non-GAAP measures in the future, management may make other adjustments for expenses and gains it does not consider reflective of core operating performance in a particular period and may modify "non-GAAP net income," "non-GAAP net income per share," "non-GAAP gross margin," "non-GAAP income from operations," "billings" and such other non-GAAP measures by excluding these expenses and gains.

### *Forward-Looking Statements*

This press release may contain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements may be identified by their use of terms and phrases such as "anticipate," "expect," "will," "believe," "continue" and other similar terms and phrases, and such forward-looking statements include, but are not limited to, the statements regarding the Company's future financial performance set forth under the heading "Guidance." The outcome of the events described in these forward-looking statements is subject to known and unknown risks, uncertainties and other factors that could cause actual results to differ materially from the results anticipated by these forward-looking statements, including, but not limited to: the Company's dependence on the success of BroadWorks® and on its service provider customers to sell services using its applications; the Company's dependence in large part on service providers' continued deployment of, and investment in, their IP-based networks; claims that the Company infringes the intellectual property rights of others; the Company's ability to integrate and achieve the expected benefits from its recent acquisitions; and the Company's ability to expand its product offerings, as well as those factors contained in the "Risk Factors" sections of the Company's Form 10-K for the year ended December 31, 2012 filed with the SEC on February 27, 2013, and in the Company's other filings with the SEC. All information in this release is as of August 5, 2013. Except as required by law, the Company undertakes no obligation to update publicly any forward-looking statement made herein for any reason to conform the statement to actual results or changes in the Company's expectations.

### *About BroadSoft*

BroadSoft is the leading provider of software and services that enable mobile, fixed-line and cable service providers to offer Unified Communications over their Internet Protocol networks. The Company's core communications platform enables the delivery of a range of enterprise and consumer calling, messaging and collaboration communication services including private branch exchanges, video calling, text messaging and converged mobile and fixed-line services.

### *Financial Statements*

The financial statements set forth below are not the complete set of the Company's financial statements for the quarter and are presented below without footnotes. Readers are encouraged to obtain and carefully review BroadSoft's Quarterly Report on Form 10-Q for the quarter ended June 30, 2013, including all financial statements contained therein and the footnotes thereto, when it is filed with the SEC. Once filed with the SEC, the Form 10-Q may be retrieved from the SEC's website at [www.sec.gov](http://www.sec.gov) or from BroadSoft's website at [www.broadsoft.com](http://www.broadsoft.com).

### BSFT-F

#### BroadSoft, Inc.

#### Condensed Consolidated Balance Sheets (unaudited)

	June 30, 2013	December 31, 2012
	-----	-----
	(In thousands, except share and per share data)	
Assets:		
Current assets:		
Cash and cash equivalents	\$ 80,191	\$ 90,545
Short-term investments	71,921	73,075
Accounts receivable, net of allowance for doubtful accounts of \$72 and \$139 at June 30, 2013 and December 31, 2012, respectively	49,334	48,980
Deferred tax assets	4,331	3,732
Other current assets	11,487	10,796
	-----	-----
Total current assets	217,264	227,128
	-----	-----

Long-term assets:		
Property and equipment, net	8,201	7,361
Long-term investments	54,632	30,102
Restricted cash	581	584
Intangible assets, net	9,631	11,247
Goodwill	37,377	37,529
Other long-term assets	21,852	12,955
	-----	-----
Total long-term assets	132,274	99,778
	-----	-----
Total assets	\$ 349,538	\$ 326,906
	=====	=====
Liabilities and stockholders' equity:		
Current liabilities:		
Accounts payable and accrued expenses	\$ 15,459	\$ 15,686
Notes payable and bank loans, current portion	547	555
Deferred revenue, current portion	53,822	49,368
	-----	-----
Total current liabilities	69,828	65,609
Convertible senior notes	88,953	86,451
Notes payable and bank loans	409	414
Deferred revenue	7,144	11,781
Other long-term liabilities	1,448	1,416
	-----	-----
Total liabilities	167,782	165,671
	-----	-----
Commitments and contingencies (Note 8)		
Stockholders' equity:		
Preferred stock, \$0.01 par value per share; 5,000,000 shares authorized at June 30, 2013 and December 31, 2012; no shares issued and outstanding at June 30, 2013 and December 31, 2012	-	-
Common stock, par value \$0.01 per share; 100,000,000 shares authorized at June 30, 2013 and December 31, 2012; 28,106,231 and 27,913,471 shares issued and outstanding at June 30, 2013 and December 31, 2012, respectively	281	279
Additional paid-in capital	234,664	208,073
Accumulated other comprehensive loss	(3,748)	(3,008)
Accumulated deficit	(49,441)	(44,109)
	-----	-----
Total stockholders' equity	181,756	161,235
	-----	-----
Total liabilities and stockholders' equity	\$ 349,538	\$ 326,906
	=====	=====

BroadSoft, Inc.

Condensed Consolidated Statements of Operations  
(Unaudited)

Three Months Ended	Six Months Ended
June 30,	June 30,
-----	-----

	2013	2012	2013	2012
	-----	-----	-----	-----
	(In thousands, except per share data)			
Revenue:				
License software	\$ 24,699	\$ 22,501	\$ 45,541	\$ 43,766
Subscription and maintenance support	16,306	13,794	31,491	26,167
Professional services and other	3,004	4,221	6,602	8,926
	-----	-----	-----	-----
Total revenue	44,009	40,516	83,634	78,859
Cost of revenue:				
License software	2,119	2,652	4,579	4,873
Subscription and maintenance support	4,780	3,457	9,393	6,845
Professional services and other	2,872	2,212	5,565	4,675
	-----	-----	-----	-----
Total cost of revenue	9,771	8,321	19,537	16,393
	-----	-----	-----	-----
Gross profit	34,238	32,195	64,097	62,466
Operating expenses:				
Sales and marketing	15,536	11,608	29,265	22,680
Research and development	12,935	9,131	25,303	17,607
General and administrative	8,078	5,880	15,597	11,694
	-----	-----	-----	-----
Total operating expenses	36,549	26,619	70,165	51,981
	-----	-----	-----	-----
(Loss) Income from operations	(2,311)	5,576	(6,068)	10,485
Other expense (income):				
Interest income	(117)	(120)	(231)	(237)
Interest expense	1,817	1,723	3,606	3,419
	-----	-----	-----	-----
Total other expense, net	1,700	1,603	3,375	3,182
	-----	-----	-----	-----
(Loss) Income before income taxes	(4,011)	3,973	(9,443)	7,303
(Benefit from) provision for income taxes	(996)	1,617	(4,111)	3,246
	-----	-----	-----	-----
Net (loss) income	\$ (3,015)	\$ 2,356	\$ (5,332)	\$ 4,057
	=====	=====	=====	=====
Net (loss) income per common share:				
Basic	\$ (0.11)	\$ 0.09	\$ (0.19)	\$ 0.15
Diluted	\$ (0.11)	\$ 0.08	\$ (0.19)	\$ 0.14
Weighted average common shares outstanding:				
Basic	28,055	27,550	28,015	27,392
Diluted	28,055	28,253	28,015	28,238
Stock-based compensation expense included above:				
Cost of revenue	\$ 1,269	\$ 483	\$ 2,266	\$ 891
Sales and marketing	3,799	1,391	6,557	2,528
Research and development	3,609	1,101	6,487	1,900

General and administrative	2,536	806	4,447	1,653
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## BroadSoft, Inc.

Summary of Consolidated Cash Flow Activity  
(Unaudited)

	Six Months Ended June 30,	
	2013	2012
	(in thousands)	
Net cash provided by operating activities	8,395	8,233
Net cash used in investing activities	(25,238)	(17,103)
Net cash provided by (used in) financing activities	6,834	(904)

Billings  
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2013	2012	2013	2012
Beginning of period deferred revenue balance	\$ 59,580	\$ 51,631	\$ 61,149	\$ 57,136
End of period deferred revenue balance	60,966	48,794	60,966	48,794
Increase (decrease) in deferred revenue	1,386	(2,837)	(183)	(8,342)
Revenue	44,009	40,516	83,634	78,859
Revenue plus net change in deferred revenue	\$ 45,395	\$ 37,679	\$ 83,451	\$ 70,517

Software Billings  
(Unaudited)

	Three Months Ended June 30,	
	2013	2012
Beginning of period deferred license software revenue balance	\$ 15,600	\$ 14,382
End of period deferred license software revenue balance	17,258	12,933
Increase (decrease) in deferred license software revenue	1,658	(1,449)
License software revenue	24,699	22,501



License software revenue plus net change in deferred license software revenue	\$ 26,357	\$ 21,052
	=====	=====

## BroadSoft, Inc.

Reconciliation of Non-GAAP Financial Measures  
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2013	2012	2013	2012
	(In thousands)			
Non-GAAP gross profit:				
GAAP gross profit	\$ 34,238	\$ 32,195	\$ 64,097	\$ 62,466
(percent of total revenue)	78%	79%	77%	79%
Plus:				
Stock-based compensation expense	1,269	483	2,266	891
Amortization of acquired intangible assets	798	557	1,596	1,116
	-----	-----	-----	-----
Non-GAAP gross profit	\$ 36,305	\$ 33,235	\$ 67,959	\$ 64,473
(percent of total revenue)	82%	82%	81%	82%
GAAP license gross profit	\$ 22,580	\$ 19,849	\$ 40,962	\$ 38,893
(percent of related revenue)	91%	88%	90%	89%
Plus:				
Stock-based compensation expense	321	174	554	315
Amortization of acquired intangible assets	210	239	422	480
	-----	-----	-----	-----
Non-GAAP license gross profit	\$ 23,111	\$ 20,262	\$ 41,938	\$ 39,688
(percent of related revenue)	94%	90%	92%	91%
GAAP subscription and maintenance support gross profit	\$ 11,526	\$ 10,337	\$ 22,098	\$ 19,322
(percent of related revenue)	71%	75%	70%	74%
Plus:				
Stock-based compensation expense	653	191	1,197	353
Amortization of acquired intangible assets	588	318	1,174	636
	-----	-----	-----	-----
Non-GAAP subscription and maintenance support gross profit	\$ 12,767	\$ 10,846	\$ 24,469	\$ 20,311
(percent of related revenue)	78%	79%	78%	78%
GAAP professional services and				

other gross profit	\$	132	\$	2,009	\$	1,037	\$	4,251
(percent of related revenue)		4%		48%		16%		48%
Plus:								
Stock-based compensation expense		295		118		515		223
		-----		-----		-----		-----
Non-GAAP professional services and other gross profit	\$	427	\$	2,127	\$	1,552	\$	4,474
		=====		=====		=====		=====
(percent of related revenue)		14%		50%		24%		50%

**From:** Leonard Momotok <leonard4m@gmail.com>  
**Sent:** Tuesday, September 3, 2013 6:12 PM  
**To:** dubovoy01@gmail.com  
**Subject:** news for Panera Bread

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*Panera Bread* (NASDAQ: PNRA) released its fiscal second-quarter earnings results after the closing bell on Tuesday.

The St. Louis-based restaurant chain reported both earnings per share and revenue that came in below Wall Street expectations. Panera also cut its full-year earnings outlook and provided third-quarter EPS guidance that is below current consensus. In late trade, the shares were last down around six percent to \$170.92.

#### *Management Commentary*

Ron Shaich, Chairman and Co-CEO, commented, "In the second quarter of 2013, we delivered within the range of our diluted EPS guidance. Our two-year comparable same store sales growth for the quarter was strong at 10.9% and our new unit sales remain on track for another record year, reaffirming how strongly our brand resonates with consumers. However, our one-year comparable same store sales growth of 3.8% was below our expectations."

Shaich added, "While results in the next few quarters may be choppy as we invest in both sales-building initiatives and operational capabilities, we believe that our efforts will ultimately enable us to deliver an enhanced customer experience, grow sales and expand earnings."

#### *Fiscal Q2 Financial Results*

Panera reported net income of \$51 million or \$1.74 per share, compared to \$44 million or \$1.50 per share, in last year's corresponding period. This missed Wall Street consensus EPS estimates of \$1.77.

Revenue in the quarter was up 11 percent to \$589.01 million versus \$530.59 million a year ago. This also came up short of consensus sales estimates of \$596.02 million.

#### *Forward-Looking Guidance*

Looking ahead to the fiscal third-quarter, Panera guided for EPS of \$1.32 to \$1.36. This is below current consensus EPS estimates of \$1.46.

For the fiscal fourth-quarter, the company sees EPS of \$2.05 to \$2.11.

For the full-year 2013, Panera lowered its projected earnings per share range to between \$6.75 and \$6.85.

Previously, the company had guided for EPS of \$6.89 to \$7.01 for the fiscal year. This is below analysts' current consensus EPS estimates of \$7.05 for the full-year.

*Panera Bread* (NASDAQ: PNRA) released its fiscal second-quarter earnings results after the closing bell on Tuesday.

The St. Louis-based restaurant chain reported both earnings per share and revenue that came in below Wall Street expectations. Panera also cut its full-year earnings outlook and provided third-quarter EPS guidance that is below current consensus. In late trade, the shares were last down around six percent to \$170.92.

#### *Management Commentary*

Ron Shaich, Chairman and Co-CEO, commented, "In the second quarter of 2013, we delivered within the range of our

diluted EPS guidance. Our two-year comparable same store sales growth for the quarter was strong at 10.9% and our new unit sales remain on track for another record year, reaffirming how strongly our brand resonates with consumers. However, our one-year comparable same store sales growth of 3.8% was below our expectations."

Shaich added, "While results in the next few quarters may be choppy as we invest in both sales-building initiatives and operational capabilities, we believe that our efforts will ultimately enable us to deliver an enhanced customer experience, grow sales and expand earnings."

#### *Fiscal Q2 Financial Results*

Panera reported net income of \$51 million or \$1.74 per share, compared to \$44 million or \$1.50 per share, in last year's corresponding period. This missed Wall Street consensus EPS estimates of \$1.77.

Revenue in the quarter was up 11 percent to \$589.01 million versus \$530.59 million a year ago. This also came up short of consensus sales estimates of \$596.02 million.

#### *Forward-Looking Guidance*

Looking ahead to the fiscal third-quarter, Panera guided for EPS of \$1.32 to \$1.36. This is below current consensus EPS estimates of \$1.46.

For the fiscal fourth-quarter, the company sees EPS of \$2.05 to \$2.11.

For the full-year 2013, Panera lowered its projected earnings per share range to between \$6.75 and \$6.85.

Previously, the company had guided for EPS of \$6.89 to \$7.01 for the fiscal year. This is below analysts' current consensus EPS estimates of \$7.05 for the full-year

5:44 PM EDT, 07/23/2013 (MidnightTrader) -- Here are some of the stocks moving in after-hours trading worth watching in Wednesday's regular session.

EA +8.29%; Reported total Q1 revenue of \$495 million and net loss of \$121 million, or a loss of \$0.40 per share. That's improved over the \$130 million loss, or \$0.41 per share, last year. Analysts expected a loss of \$0.60 per share on \$454 million in revenue.

PNRA -5.86%; Reported Q2 earnings of \$1.74 per share, ex one-time items, versus the Capital IQ consensus of \$1.77. Revenues were \$589 million, versus the analyst estimate of \$595.84 million.

AAPL +3.65%; Reported Q3 EPS of \$7.47, vs. the analyst consensus of \$7.28 per share on Capital IQ. Revenue was \$35.3 billion, vs. the Street view of \$34.91 billion.

<http://www.midnighttrader.com> (C) 1999-2013 MT Newswires, a Division of MidnightTrader, Inc. All rights reserved.

## **EXHIBIT 72**



Account #: [REDACTED] 0584

### BROKERAGE ACCOUNT APPLICATION

Branch Address: 3710 Old Milton Pkwy, Ste 103  
Alpharetta, GA 30005

Branch Phone Number: 678-762-0410  
Branch 800 Number: 877-716-1980  
Branch Fax Number: 678-762-0411

#### Account Information

Account Type: Individual  
Trading Type: Internet  
Margin Borrowing: No  
Options Trading: No  
Referred By:

#### Applicant Information

Name: Arkadiy Dubovoy  
E-mail Address: Leonard4m@gmail.com  
Home Phone: [REDACTED] 3476 (Primary)  
Work Phone: 404-925-3476  
Cell Phone:  
Fax Number:  
Date of Birth: [REDACTED] 1964  
Social Security Number: [REDACTED] 6147  
**Applicant Street Address:** 3374 Cedar Farms Ct  
Alpharetta, GA 30004-3223  
  
**Applicant Mailing Address:** 3374 Cedar Farms Ct  
Alpharetta, GA 30004-3223

#### Applicant Citizenship

Are you a U.S. citizen? No  
Country of Citizenship: UA  
Are you a U.S. permanent resident? Yes  
Alien Registration Number: [REDACTED] 0681  
Visa Type:

**Applicant Employment Information**

Status: Employed  
Occupation: Construction  
Employer: APD Custom Homes  
Employer Address: 3421 Preston Pointe Way  
Cumming GA, GA 30041

**Applicant Regulatory Information**

Is any applicant employed by or affiliated with a securities firm, a securities exchange, or the NASD?

Yes ☐ No ☒

Name and Address of Compliance  
Department:

Is an applicant a "control person" or "affiliate" of a public company as defined by the SEC?

Yes ☐ No ☒

Company Name:

Trading Symbol:

Is any applicant or member of immediate family or business associate a senior foreign political official?

Yes ☐ No ☒

**Electronic Delivery**

Electronic Delivery of Account Statements: Yes

Electronic Delivery of Trade Confirmations: Yes

**Broker Assisted Trading** (Traditional Accounts Only)

Mail or Hold Proceeds:

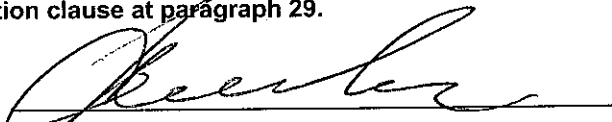
Mail or Hold Dividends:

I certify under penalties of perjury (1) the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. person (including a U.S. resident alien). The IRS does not require your consent to any provision of this agreement other than the certification required to avoid back-up withholding.

☐ I have been notified by the IRS that I am subject to backup withholding.

By signing this agreement I acknowledge that I have received, read and agree to abide by the terms of the accompanying Brokerage Account Agreement which contains a pre-dispute arbitration clause at paragraph 29.

11. 11. 11.  
Date

  
Applicant

**MARGIN AGREEMENT - ALSO SIGN BELOW ONLY IF YOU DESIRE A MARGIN ACCOUNT**

By signing this agreement I acknowledge that I have received and read the accompanying Brokerage Account Agreement Paragraphs 53 through 58, and addendum 7, and agree to be bound by the terms and conditions described therein.

Date

Applicant

11/11/2011 2:12:13 PM

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10305209 Page 2 of 2

## **EXHIBIT 73**





**3. Required Information About the Organization's Primary Business or Professional Activity**

- A. To properly categorize and serve your Organization, we need to know the type of activity in which it is engaged. Please provide the six-digit North American Industrial Classification System (NAICS) code that best describes your business (if you don't know your NAICS code, you can look it up at [www.naics.com](http://www.naics.com)).

2	3	8	3	2	0
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- B. Select only one option that most closely reflects the Organization's primary business and provide the additional requested information (as applicable):

<input type="radio"/> <b>Financial Institution</b> Examples of financial institutions include: • Investment Funds (pooled/passive investment vehicles) • Private Equity Vehicles • Broker-Dealers • Insurance Companies • Venture Capital Vehicles • Investment Advisors • Banks • Trust Companies	Please describe the Organization's primary purpose(s) and field(s) of activity and complete Sections 6 and 7.  Please also provide the name of the government agency that serves as your primary regulator.
<input checked="" type="radio"/> <b>Operating Entity</b> The Corporation provides commercial products or services.	Please describe the commercial products or services that your Organization provides. (Note: You do not need to complete Section 6 or 7.)
<input type="radio"/> <b>Non-Operating Entity</b> Examples of non-operating entities include: • Holding Companies • Asset Protection Vehicles • Personal Investment Companies • Estate Planning Vehicles • Shell Companies	Please describe the Organization's primary purpose(s) and field(s) of activity and complete Sections 6 and 7.
<input type="radio"/> <b>Charitable Organization</b>	Please describe the Organization's charitable purpose and complete Sections 6 and 7.
<input type="radio"/> <b>Governmental Organization</b> This includes any state or political subdivision of a state, including: • Any agency, authority, or instrumentality of the state or political subdivision • A pool of assets sponsored or established by the state or political subdivision or any agency, authority or instrumentality thereof, including, but not limited to, a "defined benefit plan" as defined in section 414(j) of the Internal Revenue Code (26 U.S.C. 414(j)), or a state general fund • A plan or program of a government entity • Officers, agents, or employees of the state or political subdivision or any agency, authority or instrumentality thereof, acting in their official capacity	

**4. Required Senior Foreign Political Figure Question**

- A. Is any Director, Executive Officer,  $\geq 10\%$  Beneficial Owner or Authorized Individual a current or former senior foreign political figure in the executive, legislative, administrative, military or judicial branch of any non-U.S. government or political party or an enterprise owned by a non-U.S. government?

☒ No ☐ Yes (If "yes," also enter the individual's name, the country and the position held and complete Section 6.)

Name (First)	Middle	Last
Country		Position

- B. Is any Director, Executive Officer,  $\geq 10\%$  Beneficial Owner or Authorized Individual an immediate family member (sibling, parent, spouse, child, in-law) or close associate of a current or former senior foreign political figure of a non-U.S. government, or is this entity being established for, or controlled by, the same?

☒ No ☐ Yes (If "yes," also enter below the individual's name, relationship to senior political figure, the country and the position held and complete Section 6.)

Name (First)	Middle	Last
Relationship	Country	Position



**5. Required Authorized Individuals: Owners, Partners, Members, Managers, Officers and Agents**

- Please complete this section for each individual or representative of an owner, partner, member, officer, employee or agent of the Organization that is authorized by the Organization to buy and sell securities; withdraw and transfer cash and securities; sign contracts, waivers and releases; and otherwise conduct business with Schwab on behalf of the Organization.
- If there are more than four individuals that are authorized to conduct business with Schwab on behalf of the Organization, please make and attach additional copies of this section.
- Schwab will have no obligation of inquiry with respect to the validity of, or authority with respect to, any transaction or instruction provided by an Authorized Individual.

**Primary Authorized Individual**

This is the individual to whom electronic correspondence, statements, confirmations and notices will be addressed.

Title or Capacity of Individual (Select all that apply.)		
<input type="radio"/> Owner	<input type="radio"/> General Partner	<input type="radio"/> Partner
<input checked="" type="radio"/> Member	<input type="radio"/> Representative of Member	<input type="radio"/> Representative of Partner
<input type="radio"/> President	<input type="radio"/> Vice President	<input type="radio"/> CFO
<input type="radio"/> Treasurer	<input type="radio"/> Secretary	<input type="radio"/> Other: _____
<input type="radio"/> ≥ 10% Beneficial Owner		
Name (First)	(Middle)	(Last)
ARTHUR	N	BUMBURYAK
Home Street Address (no P.O. boxes)		
3517 Wennington trace		
City	State	Zip Code
Milton	GA	30004
Mailing Address (if different from above; P.O. boxes may be used)		
City	State	Zip Code
Home Telephone Number	Business Telephone Number	Mobile Telephone Number
7-2328	(678) 697-2328	
Social Security Number	Date of Birth (mm/dd/yyyy)	
8108	/ 1987	
Country(ies) of Citizenship (Must list all.)		Country of Legal Residence
<input checked="" type="radio"/> USA <input type="radio"/> Other: Ukraine		<input checked="" type="radio"/> USA <input type="radio"/> Other: _____
ID Number and Type		
7709 <input type="radio"/> Passport <input checked="" type="radio"/> Driver's License <input type="radio"/> Gov't Issued ID		
Country or State of Issuance	Expiration Date (mm/dd/yyyy)	
Georgia	03 / 08 / 2016	
Employment Status (Select only one.)		
<input type="radio"/> Employed <input checked="" type="radio"/> Self-employed <input type="radio"/> Retired <input type="radio"/> Not employed		
Employer Name	Occupation/Position	
Arthur Bumburyak	Manager	
Employer Street Address		
3517 Wennington trace		
City	State	Zip Code
Milton	GA	30004
Are you affiliated with or employed by a stock exchange or member firm of an exchange or FINRA, or a municipal securities broker-dealer?		
<input checked="" type="radio"/> No <input type="radio"/> Yes If "yes," also enter company name _____		
(You must attach a letter to this application that is from your employer, approving the establishment of this account.)		
Are you a director, 10% shareholder or policy-making officer of a publicly held company?		
<input checked="" type="radio"/> No <input type="radio"/> Yes (If "yes," also enter company name _____ and trading symbol _____)		
Investment Knowledge (Select only one.)		
<input type="radio"/> None <input type="radio"/> Limited <input type="radio"/> Good <input checked="" type="radio"/> Extensive		
E-mail Address		

**Additional Authorized Individual**

Title or Capacity of Individual (Select all that apply.)		
<input type="radio"/> Owner	<input type="radio"/> General Partner	<input type="radio"/> Partner
<input checked="" type="radio"/> Member	<input type="radio"/> Representative of Member	<input type="radio"/> Representative of Partner
<input type="radio"/> President	<input type="radio"/> Vice President	<input type="radio"/> CFO
<input type="radio"/> Treasurer	<input type="radio"/> Secretary	<input type="radio"/> Other: _____
<input type="radio"/> ≥ 10% Beneficial Owner		
Name (First)	(Middle)	(Last)
Leonid		MOMOTOK
Home Street Address (no P.O. boxes)		
3421 Preston Pointe way		
City	State	Zip Code
Cumming	GA	30041
Mailing Address (if different from above; P.O. boxes may be used)		
SAME		
City	State	Zip Code
Home Telephone Number	Business Telephone Number	Mobile Telephone Number
	3476	404 9253476
Social Security Number	Date of Birth (mm/dd/yyyy)	
-8777	/ 1967	
Country(ies) of Citizenship (Must list all.)		Country of Legal Residence
<input checked="" type="radio"/> USA <input type="radio"/> Other: _____		<input checked="" type="radio"/> USA <input type="radio"/> Other: _____
ID Number and Type		
51019 <input type="radio"/> Passport <input checked="" type="radio"/> Driver's License <input type="radio"/> Gov't Issued ID		
Country or State of Issuance	Expiration Date (mm/dd/yyyy)	
Georgia	12 / 06 / 2016	
Employment Status (Select only one.)		
<input type="radio"/> Employed <input checked="" type="radio"/> Self-employed <input type="radio"/> Retired <input type="radio"/> Not employed		
Employer Name	Occupation/Position	
Employer Street Address		
City	State	Zip Code
Are you affiliated with or employed by a stock exchange or member firm of an exchange or FINRA, or a municipal securities broker-dealer?		
<input checked="" type="radio"/> No <input type="radio"/> Yes If "yes," also enter company name _____		
(You must attach a letter to this application that is from your employer, approving the establishment of this account.)		
Are you a director, 10% shareholder or policy-making officer of a publicly held company?		
<input checked="" type="radio"/> No <input type="radio"/> Yes (If "yes," also enter company name _____ and trading symbol _____)		
Investment Knowledge (Select only one.)		
<input type="radio"/> None <input type="radio"/> Limited <input type="radio"/> Good <input type="radio"/> Extensive		

EMAIL: LEONARD YMD614AIL.COM



**5. Required Authorized Individuals: Owners, Partners, Members, Managers, Officers and Agents (Continued)****Additional Authorized Individual**

Title or Capacity of Individual (Select all that apply.)		
<input type="radio"/> Owner	<input type="radio"/> General Partner	<input type="radio"/> Partner
<input type="radio"/> Member	<input type="radio"/> Representative of Member	<input type="radio"/> Manager
<input type="radio"/> President	<input type="radio"/> Vice President	<input type="radio"/> CFO
<input type="radio"/> Treasurer	<input type="radio"/> Secretary	<input type="radio"/> Other: _____
<input type="radio"/> ≥ 10% Beneficial Owner		
Name (First)	(Middle)	(Last)
Home Street Address (no P.O. boxes)		
City	State	Zip Code
Mailing Address (if different from above; P.O. boxes may be used)		
City	State	Zip Code
Home Telephone Number	Business Telephone Number	Mobile Telephone Number
( ) ( ) ( )	( ) ( ) ( )	( ) ( ) ( )
Social Security Number	Date of Birth (mm/dd/yyyy)	
( ) ( ) ( )	/ /	
Country(ies) of Citizenship (Must list all.)		Country of Legal Residence
<input type="radio"/> USA <input type="radio"/> Other: _____		<input type="radio"/> USA <input type="radio"/> Other: _____
ID Number and Type		
<input type="radio"/> Passport <input type="radio"/> Driver's License <input type="radio"/> Gov't issued ID		
Country or State of Issuance	Expiration Date (mm/dd/yyyy)	
_____	/ /	
Employment Status (Select only one.)		
<input type="radio"/> Employed <input type="radio"/> Self-employed <input type="radio"/> Retired <input type="radio"/> Not employed		
Employer Name	Occupation/Position	
Employer Street Address		
City	State	Zip Code
Are you affiliated with or employed by a stock exchange or member firm of an exchange or FINRA, or a municipal securities broker-dealer?		
<input type="radio"/> No <input type="radio"/> Yes If "yes," also enter company name _____		
(You must attach a letter to this application that is from your employer, approving the establishment of this account.)		
Are you a director, 10% shareholder or policy-making officer of a publicly held company?		
<input type="radio"/> No <input type="radio"/> Yes (If "yes," also enter company name _____ and trading symbol _____)		
Investment Knowledge (Select only one.)		
<input type="radio"/> None <input type="radio"/> Limited <input type="radio"/> Good <input type="radio"/> Extensive		

**Additional Authorized Individual**

Title or Capacity of Individual (Select all that apply.)		
<input type="radio"/> Owner	<input type="radio"/> General Partner	<input type="radio"/> Partner
<input type="radio"/> Member	<input type="radio"/> Representative of Member	<input type="radio"/> Manager
<input type="radio"/> President	<input type="radio"/> Vice President	<input type="radio"/> CFO
<input type="radio"/> Treasurer	<input type="radio"/> Secretary	<input type="radio"/> Other: _____
<input type="radio"/> ≥ 10% Beneficial Owner		
Name (First)	(Middle)	(Last)
Home Street Address (no P.O. boxes)		
City	State	Zip Code
Mailing Address (if different from above; P.O. boxes may be used)		
City	State	Zip Code
Home Telephone Number	Business Telephone Number	Mobile Telephone Number
( ) ( ) ( )	( ) ( ) ( )	( ) ( ) ( )
Social Security Number	Date of Birth (mm/dd/yyyy)	
( ) ( ) ( )	/ /	
Country(ies) of Citizenship (Must list all.)		Country of Legal Residence
<input type="radio"/> USA <input type="radio"/> Other: _____		<input type="radio"/> USA <input type="radio"/> Other: _____
ID Number and Type		
<input type="radio"/> Passport <input type="radio"/> Driver's License <input type="radio"/> Gov't issued ID		
Country or State of Issuance	Expiration Date (mm/dd/yyyy)	
_____	/ /	
Employment Status (Select only one.)		
<input type="radio"/> Employed <input type="radio"/> Self-employed <input type="radio"/> Retired <input type="radio"/> Not employed		
Employer Name	Occupation/Position	
Employer Street Address		
City	State	Zip Code
Are you affiliated with or employed by a stock exchange or member firm of an exchange or FINRA, or a municipal securities broker-dealer?		
<input type="radio"/> No <input type="radio"/> Yes If "yes," also enter company name _____		
(You must attach a letter to this application that is from your employer, approving the establishment of this account.)		
Are you a director, 10% shareholder or policy-making officer of a publicly held company?		
<input type="radio"/> No <input type="radio"/> Yes (If "yes," also enter company name _____ and trading symbol _____)		
Investment Knowledge (Select only one.)		
<input type="radio"/> None <input type="radio"/> Limited <input type="radio"/> Good <input type="radio"/> Extensive		

**6. Source of Funds**

Complete this section if your Organization is (1) a Financial Institution; (2) a Non-Operating Entity; or (3) a Charitable Organization; or (4) if any Authorized Individual, Director, Executive Officer or ≥ 10% Beneficial Owner is a current or former senior foreign political figure as indicated in Section 4.

Please provide the source of assets that will be deposited or held in the account(s). If the source is a transfer from another firm, please indicate the source of funds that were used to purchase the asset. Check all that apply.

- ☒ Salary/wages/savings     
 ☒ Working capital     
 ☒ Investment capital gains  
☐ Corporate income     
 ☐ Family/relatives/inheritance     
 ☐ Sales of property  
☐ Other: \_\_\_\_\_



B5 - 002221717

**7. Information About Control Persons: Directors, Executive Officers and  $\geq 10\%$  Beneficial Owners**

Please provide the information requested in Part 1 and Part 2, as applicable, for each of the following Control Persons if your Organization is (1) a Financial Institution; (2) a Non-Operating Entity; or (3) a Charitable Organization.

<b>Directors</b> (only those that were not already listed in Section 5)	Each individual who sits on the Board of the Organization.
<b>Executive Officers</b> (only those that were not already listed in Section 5)	Each of the Organization's five most highly compensated officers, such as the Chief Executive Officer, President, Chief Financial Officer, Treasurer, Chief Operating Officer or General Counsel.
<b><math>\geq 10\%</math> Beneficial Owners</b> (only those that were not already listed in Section 5)	Each individual or entity that owns equal to or greater than 10% of any class of equity securities of the Organization.

If a Control Person is an Individual, complete Part 1.

If a Control Person is a Legal Entity, complete Part 2.

**Part 1. Control Person That is an Individual**

If there are more than four Control Persons, attach a separate sheet of paper and include all the information requested below for each additional one.

Title or Capacity of Control Person (Select all that apply.) <input type="radio"/> Director <input type="radio"/> Executive Officer <input type="radio"/> $\geq 10\%$ Beneficial Owner		
Name (First)	(Middle)	(Last)
Home Street Address (no P.O. boxes)		
City	State	Zip Code
Mailing Address (if different from above; P.O. boxes may be used)		
City	State	Zip Code
Home Telephone Number ( )	Business Telephone Number ( )	
Social Security Number	Date of Birth (mm/dd/yyyy) / /	
Country(ies) of Citizenship (Must list all.) <input type="radio"/> USA <input type="radio"/> Other: <input type="radio"/> Other: <input type="radio"/> Other:		Country of Legal Residence <input type="radio"/> USA <input type="radio"/> Other: <input type="radio"/> Other: <input type="radio"/> Other:
ID Number and Type / / <input type="radio"/> Passport <input type="radio"/> Driver's License <input type="radio"/> Gov't Issued ID		
Country or State of Issuance	Expiration Date (mm/dd/yyyy) / /	

Title or Capacity of Control Person (Select all that apply.) <input type="radio"/> Director <input type="radio"/> Executive Officer <input type="radio"/> $\geq 10\%$ Beneficial Owner		
Name (First)	(Middle)	(Last)
Home Street Address (no P.O. boxes)		
City	State	Zip Code
Mailing Address (if different from above; P.O. boxes may be used)		
City	State	Zip Code
Home Telephone Number ( )	Business Telephone Number ( )	
Social Security Number	Date of Birth (mm/dd/yyyy) / /	
Country(ies) of Citizenship (Must list all.) <input type="radio"/> USA <input type="radio"/> Other: <input type="radio"/> Other: <input type="radio"/> Other:		Country of Legal Residence <input type="radio"/> USA <input type="radio"/> Other: <input type="radio"/> Other: <input type="radio"/> Other:
ID Number and Type / / <input type="radio"/> Passport <input type="radio"/> Driver's License <input type="radio"/> Gov't Issued ID		
Country or State of Issuance	Expiration Date (mm/dd/yyyy) / /	

Title or Capacity of Control Person (Select all that apply.) <input type="radio"/> Director <input type="radio"/> Executive Officer <input type="radio"/> $\geq 10\%$ Beneficial Owner		
Name (First)	(Middle)	(Last)
Home Street Address (no P.O. boxes)		
City	State	Zip Code
Mailing Address (if different from above; P.O. boxes may be used)		
City	State	Zip Code
Home Telephone Number ( )	Business Telephone Number ( )	
Social Security Number	Date of Birth (mm/dd/yyyy) / /	
Country(ies) of Citizenship (Must list all.) <input type="radio"/> USA <input type="radio"/> Other: <input type="radio"/> Other: <input type="radio"/> Other:		Country of Legal Residence <input type="radio"/> USA <input type="radio"/> Other: <input type="radio"/> Other: <input type="radio"/> Other:
ID Number and Type / / <input type="radio"/> Passport <input type="radio"/> Driver's License <input type="radio"/> Gov't Issued ID		
Country or State of Issuance	Expiration Date (mm/dd/yyyy) / /	

Title or Capacity of Control Person (Select all that apply.) <input type="radio"/> Director <input type="radio"/> Executive Officer <input type="radio"/> $\geq 10\%$ Beneficial Owner		
Name (First)	(Middle)	(Last)
Home Street Address (no P.O. boxes)		
City	State	Zip Code
Mailing Address (if different from above; P.O. boxes may be used)		
City	State	Zip Code
Home Telephone Number ( )	Business Telephone Number ( )	
Social Security Number	Date of Birth (mm/dd/yyyy) / /	
Country(ies) of Citizenship (Must list all.) <input type="radio"/> USA <input type="radio"/> Other: <input type="radio"/> Other: <input type="radio"/> Other:		Country of Legal Residence <input type="radio"/> USA <input type="radio"/> Other: <input type="radio"/> Other: <input type="radio"/> Other:
ID Number and Type / / <input type="radio"/> Passport <input type="radio"/> Driver's License <input type="radio"/> Gov't Issued ID		
Country or State of Issuance	Expiration Date (mm/dd/yyyy) / /	



**7. Information About Control Persons: Directors, Executive Officers and  $\geq$  10% Beneficial Owners** (Continued)**Part 2. Control Person That Is a Legal Entity**

If the Control Person is an organization or trust, provide the information requested below—all information is required. In addition, please complete the information requested for the underlying Control Person of the legal entity. If there are additional legal entities that are Control Persons that do not fit in the space below, please make, complete and attach additional copies of this section.

Name of Legal Entity (as shown on the charter, trust instrument or other legal document creating the Legal Entity) (Hereinafter referred to as the "Legal Entity")				Legal Entity Tax ID Number			
If Legal Entity is known by another name, enter name.				Telephone Number ( )			
Legal Entity Street Address (no P.O. boxes)			City		State		Zip Code
Mailing Address (if different from above; P.O. boxes may be used)			City		State		Zip Code
Country of Incorporation/Establishment	State of Incorporation/Establishment	Date of Incorporation/Establishment (mm/dd/yyyy)	6-Digit NAICS Code				

Provide the following information for each person who is a Control Person for the above Legal Entity. If there are additional Control Persons, please make, complete and attach additional copies of this section.

Title or Capacity of Control Person (Select all that apply.) <input type="radio"/> Director <input type="radio"/> Executive Officer <input type="radio"/> Trustee <input type="radio"/> $\geq$ 10% Beneficial Owner			
Name (First) (Middle) (Last)			
Home Street Address (no P.O. boxes)			
City		State	Zip Code
Mailing Address (if different from above; P.O. boxes may be used)			
City		State	Zip Code
Home Telephone Number ( )		Business Telephone Number ( )	
Social Security Number		Date of Birth (mm/dd/yyyy) / /	
Country(ies) of Citizenship (Must list all.) <input type="radio"/> USA <input type="radio"/> Other: <input type="radio"/> Other: <input type="radio"/> USA <input type="radio"/> Other:		Country of Legal Residence <input type="radio"/> USA <input type="radio"/> Other:	
ID Number and Type <input type="radio"/> Passport <input type="radio"/> Driver's License <input type="radio"/> Gov't Issued ID			
Country or State of Issuance		Expiration Date (mm/dd/yyyy) / /	

Title or Capacity of Control Person (Select all that apply.) <input type="radio"/> Director <input type="radio"/> Executive Officer <input type="radio"/> Trustee <input type="radio"/> $\geq$ 10% Beneficial Owner			
Name (First) (Middle) (Last)			
Home Street Address (no P.O. boxes)			
City		State	Zip Code
Mailing Address (if different from above; P.O. boxes may be used)			
City		State	Zip Code
Home Telephone Number ( )		Business Telephone Number ( )	
Social Security Number		Date of Birth (mm/dd/yyyy) / /	
Country(ies) of Citizenship (Must list all.) <input type="radio"/> USA <input type="radio"/> Other: <input type="radio"/> Other: <input type="radio"/> USA <input type="radio"/> Other:		Country of Legal Residence <input type="radio"/> USA <input type="radio"/> Other:	
ID Number and Type <input type="radio"/> Passport <input type="radio"/> Driver's License <input type="radio"/> Gov't Issued ID			
Country or State of Issuance		Expiration Date (mm/dd/yyyy) / /	



B3 - 002221719

**7. Information About Control Persons: Directors, Executive Officers and ≥ 10% Beneficial Owners (Continued)**

Title or Capacity of Control Person (Select all that apply.) <input type="radio"/> Director <input type="radio"/> Executive Officer <input type="radio"/> Trustee <input type="radio"/> ≥ 10% Beneficial Owner		
Name (First)	(Middle)	(Last)
Home Street Address (no P.O. boxes)		
City	State	Zip Code
Mailing Address (if different from above; P.O. boxes may be used)		
City	State	Zip Code
Home Telephone Number ( )	Business Telephone Number ( )	
Social Security Number	Date of Birth (mm/dd/yyyy) / /	
Country(ies) of Citizenship (Must list all.) <input type="radio"/> USA <input type="radio"/> Other:		Country of Legal Residence <input type="radio"/> USA <input type="radio"/> Other:
ID Number and Type <input type="radio"/> Passport <input type="radio"/> Driver's License <input type="radio"/> Gov't Issued ID		
Country or State of Issuance	Expiration Date (mm/dd/yyyy) / /	

Title or Capacity of Control Person (Select all that apply.) <input type="radio"/> Director <input type="radio"/> Executive Officer <input type="radio"/> Trustee <input type="radio"/> ≥ 10% Beneficial Owner		
Name (First)	(Middle)	(Last)
Home Street Address (no P.O. boxes)		
City	State	Zip Code
Mailing Address (if different from above; P.O. boxes may be used)		
City	State	Zip Code
Home Telephone Number ( )	Business Telephone Number ( )	
Social Security Number	Date of Birth (mm/dd/yyyy) / /	
Country(ies) of Citizenship (Must list all.) <input type="radio"/> USA <input type="radio"/> Other:		Country of Legal Residence <input type="radio"/> USA <input type="radio"/> Other:
ID Number and Type <input type="radio"/> Passport <input type="radio"/> Driver's License <input type="radio"/> Gov't Issued ID		
Country or State of Issuance	Expiration Date (mm/dd/yyyy) / /	

**8. Cash Features for the Organization's Account**

The Schwab Bank Sweep feature is automatically included on accounts of account holders residing in the U.S. The Bank Sweep feature sweeps the uninvested cash in your account to deposit accounts at Charles Schwab Bank.\* Schwab Bank pays interest on balances in the deposit accounts based on tiers as determined by your Household Balances. The Schwab One® Interest feature is automatically included on accounts of account holders who reside outside the U.S. Under the Schwab One Interest feature, Charles Schwab & Co., Inc. pays interest on the uninvested cash in your brokerage account.† Rates are set by Schwab and are generally based on your Household Balances. Clients who are participating in the Bank Sweep feature may also request that their Cash Feature be switched to the Schwab One Interest feature.

Clients with \$500,000 or more in Household Balances may request a sweep money market fund as an alternative by speaking to their Schwab representative.\* The yields of sweep money market funds may be higher than interest rates offered under either the Bank Sweep feature or the Schwab One Interest feature.

Schwab's Cash Features are further described in Schwab's Cash Features Disclosure Statement for Individual Investors, which you will receive at account opening. Please contact Schwab for current information on interest rates and money market yields.

**9. Checks and Visa® Debit Cards (Optional)**

Select one of the following options if the Organization wants to access the cash in its account. Checks and Visa Debit Cards will be issued in the name of the Organization. Checks will be issued once the account is funded.

**For all Organizations**

☒ Checks

**For Sole Proprietorship Organizations only**

☐ Checks only   ☐ Checks and Visa Debit Card





**10. Fund Account**

- ☐ Check or money order made payable to Charles the Schwab & Co., Inc. enclosed for \$ \_\_\_\_\_.
- ☒ Transfer from another financial institution (complete the Schwab Transfer Your Account form).
- ☐ Electronic funds transfer using Schwab MoneyLink® (complete the Schwab MoneyLink Electronic Funds Transfer Enrollment Form).

**11. Electronic Delivery ("eDelivery") Enrollment Sent to Primary Authorized Individual (Optional)**

Schwab offers electronic delivery of account statements and trade confirmations. We will send information to the email address listed for the Primary Authorized Individual as listed in Section 5, providing instructions on how to complete enrollment and electronically consent to eDelivery via Schwab's secure website, [www.schwab.com](http://www.schwab.com). Once enrolled, the Primary Authorized Individual will receive email notifications when account statements and trade confirmations are available via [www.schwab.com](http://www.schwab.com). If you do not wish to enroll the Organization in eDelivery, ignore the email that Schwab sends to the Primary Authorized Individual.

**12. Required Account Opening Authorizations**

By signing this Application, each individual in his or her representative and individual capacity ("you") represent and warrant that all of the information supplied in this Application is true and correct. You also agree that you have received and read a copy of the attached Application Agreement, which contains a predispute arbitration clause. You acknowledge and agree that this arbitration clause is a binding obligation of both the Organization and of you with respect to your capacity as an Authorized Individual on the account(s).

You represent and warrant that you have all the requisite power and authority to (1) provide the tax certifications and (2) establish, maintain and operate an account(s) with Schwab on behalf of the Organization and to bind the Organization to the Application Agreement and all incorporated agreements and disclosures, including, but not limited to, the Schwab One Account Agreement and the *Charles Schwab Pricing Guide for Individual Investors*, each as amended from time to time (the "Agreement and Disclosures"). You represent and warrant that the organizational documents, resolutions, agreements and laws governing the Organization permit the establishment and maintenance of the account(s) in accordance with the Agreement and Disclosures. You represent and warrant that you will not take any action or provide any instruction to Schwab that exceeds your authority under organizational documents, resolutions, agreements and laws governing the Organization.

You represent and warrant that each Authorized Individual listed on this Application or subsequently provided to Schwab is authorized by the Organization to act individually, independently and without the consent of any owner, member, manager, partner, board, director, officer or other person of the Organization. You represent and warrant that any notice sent to any Authorized Individual will constitute notice to the Organization. You represent and warrant that nothing in the organizational documents, agreements and laws governing the Organization imposes any obligation upon Schwab for determining the purpose or propriety (i) of any instructions received from any Authorized Individual or (ii) of payments or deliveries to or among Authorized Individuals.

You authorize Schwab to inquire from any source, including a consumer reporting agency, as to the identity of you and any organization you represent (as required by federal law), creditworthiness and ongoing eligibility for the account(s) (and that of your spouse, if you live in a community property state) at account opening, at any time throughout the life of the account(s), and thereafter for debt collection or investigative purposes.





**12. Required Account Opening Authorizations** (Continued)

You agree to notify Schwab immediately in writing of any change that would cause these representations and warranties to become incorrect or incomplete. You hereby, jointly and severally, in both personal and representative capacities, agree to indemnify Schwab, its affiliates, officers, directors, employees and agents from, and to hold such persons harmless against, any claims, judgments, surcharges, settlements or other liabilities or costs of defense or settlement (including investigative and attorneys' fees) arising out of or related to any act or omission to act by any Authorized Individual with respect to the account(s), the breach of any agreement with Schwab or any dispute involving you and the Organization.

The representations and obligations stated in this certification will survive the termination of the account(s).

By signing below, you represent and warrant that this Application and the incorporated Agreement and Disclosures constitute a legal, valid and binding obligation enforceable against the Organization. You also agree, in your personal capacity, that your relationship with Schwab with respect to the account(s) will be governed by the Agreement and Disclosures.

I certify, under penalty of perjury, that (1) the number shown on this Application is my correct taxpayer number; (2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and (3) I am a partnership, corporation, company or association created or organized in the United States or under the laws of the United States, an estate (other than a foreign estate), or a domestic trust as defined in federal tax regulations. I understand that if I have been notified by the IRS that I am subject to backup withholding as a result of dividend or interest underreporting and I have not received a notice from the IRS advising me that backup withholding is terminated, I must cross out item 2 above.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

The Agreement with Schwab includes a predispute arbitration clause. You acknowledge receipt of the predispute arbitration clause contained in Section 13, pages 3 and 4, of the Schwab One® Account Application Agreement for Non-Incorporated Organizations.

All Authorized Individuals listed in Section 5 must sign. Please complete all four steps: (1) Sign, (2) print name, (3) specify title, and (4) enter date. Schwab cannot complete these fields on your behalf—failure to complete all four steps will delay the processing of your Application.

▶ <u>Arthur Bumburyak</u> Signature	<u>Arthur Bumburyak</u> Print Name
<u>Member</u> Title	<u>11/13/2012</u> Date (mm/dd/yyyy)
▶ <u>Leonid Momotok</u> Signature	<u>Leonid Momotok</u> Print Name
<u>Member</u> Title	<u>11-13-2012</u> Date (mm/dd/yyyy)
▶ _____ Signature	_____ Print Name
_____ Title	_____ Date (mm/dd/yyyy)
▶ _____ Signature	_____ Print Name
_____ Title	_____ Date (mm/dd/yyyy)



**13. Required Certificate of Authority and Resolution**

The Organization adopts the following Certificate of Authority and Resolution:

Each of the undersigned hereby certifies, warrants and represents to Charles Schwab & Co., Inc. ("Schwab") that the Organization is authorized as follows:

1. The Organization is (select ONLY one):

- ☒ a Member-Managed Limited Liability Company (LLC), and the undersigned represent all Members of the LLC
- ☐ a Manager-Managed LLC, and the undersigned represent all Managers of the LLC
- ☐ a Limited Partnership, and the undersigned represent all General Partners of the Limited Partnership
- ☐ a General Partnership, and the undersigned represent all the Partners of the General Partnership
- ☐ a Limited Liability Partnership (LLP), and the undersigned represent all of the Partners of the LLP
- ☐ an Unincorporated Association, and the undersigned holds the office of \_\_\_\_\_
- ☐ a Sole Proprietorship, and I am engaged in business under the name of the Organization and all property in that name belongs to me and is my sole property. I further warrant, represent and certify that I am the sole owner of the business so conducted and that no other person, firm, corporation or other entity has any interest in the business.

- 2. Each individual whose signature appears in Section 12 (each an Authorized Individual) is authorized to (1) provide tax certifications; (2) establish, maintain and operate the account(s) with Schwab on behalf of the Organization and to bind the Organization to the Application Agreement and all incorporated agreements and disclosures, including, but not limited to, the Schwab One® Account Agreement and the *Charles Schwab Pricing Guide for Individual Investors*, each as amended from time to time (the "Agreement and Disclosures"); and (3) designate persons to operate such account(s).
- 3. Each Authorized Individual is authorized to act individually, independently and without the consent of the owner, member, manager or partner of the Organization. Notice sent to any Authorized Individual will constitute notice to the Organization. Nothing in the organizational documents, agreements and laws governing the Organization imposes any obligation upon Schwab for determining the purpose or propriety (i) of any instructions received from any Authorized Individual or (ii) of payments or deliveries to or among Authorized Individuals.
- 4. In the exercise of such authority, each Authorized Individual is empowered, on behalf of the Organization, to use or acquire any service offered by Schwab and its affiliates and to execute and deliver any and all documents, in the name of and on behalf of the Organization as may be requested or required by Schwab. This authority includes the power to open, now or in the future, one or more accounts, and with respect to each account, to execute, on behalf of the Organization, any and all forms and agreements, including but not limited to agreements to arbitrate controversies, and to deal and transact with Schwab in connection with the accounts, including the authority to: (i) obtain and terminate all such services as Schwab (or its affiliates or third-party service providers) may offer in connection with the accounts (including without limitation any margin lending or Internet-based online services) and to execute on behalf of the Organization such documents and agreements as required by Schwab in connection with such services; (ii) appoint one or more individuals to act on behalf of the Organization as an Authorized Individual with regard to the Organization's accounts with authority as described herein or in such forms and to deliver to Schwab any change form for an Authorized Individual, Power of Attorney, or other document to effect or evidence such appointment; and (iii) terminate any Authorized Individual's authority to act on the account. This authority also includes the power to instruct the transfer of funds, securities and other assets, including, but not limited to, the entire account, by wire, check or otherwise from the account to or for the account of any other person, including the Authorized Individual giving the instruction, without limit as to amount and without inquiry. This authority also includes the power to (i) give written, oral or electronic instructions to Schwab to buy or sell stocks, bonds, options and/or other securities, commodities and commodity futures, and other property, whether for immediate or future delivery; and (ii) to secure payment with property of the Organization, including, but not limited to, stocks, bonds, options, and/or other securities.
- 5. The authority thereby conferred is not inconsistent or in conflict with any organizational documents, resolutions, agreements, other applicable constituent documents or laws governing the Organization and is within the Organization's power and authority and agreements and laws governing the Organization.
- 6. In case of the death or withdrawal of any one of the partners or members, or in case of the termination or dissolution of the Organization, each of the undersigned agrees to notify Schwab promptly in writing, and to execute any supplementary authorization that Schwab may require in such an event. If Schwab is not notified in writing, Schwab is authorized to continue to receive orders for the account(s) that may be given to Schwab by any one of the Authorized Individuals then surviving.
- 7. All actions previously taken with respect to matters described in this Certificate are ratified, confirmed and approved. This Certificate will remain in full force and effect until written notice of its revocation is delivered to and receipt acknowledged by Schwab. Until such revocation and acknowledgment, Schwab may rely on this authorization without question.
- 8. The signatures that appear in Section 12 are true and genuine original signatures.



**13. Required Certificate of Authority and Resolution (Continued)****Required Signatures for Section 13**

Sole Proprietorship: Owner must sign.

Limited Partnership: All General Partners must sign.

General Partnership: All Partners must sign.

Limited Liability Partnership: All General Partners must sign.

Member-Managed Limited Liability Company: All Members must sign.

Manager-Managed Limited Liability Company: All Managers must sign.

Unincorporated Association: A minimum of two officers must sign. One signature must be from the Chairman of the Board, the President, or any Vice President; the second signature must be from the Secretary, any assistant Secretary, the Chief Financial Officer, the Treasurer, or any assistant Treasurer.

Please complete all four Signature fields: (1) Sign name, (2) print name, (3) enter date, and (4) select title. Schwab cannot complete these fields on your behalf—failure to complete all four fields will delay the processing of your Application.

Signature Arthur Bumburyak Print Name Arthur Bumburyak Date 11/13/2012  
(mm/dd/yyyy)

Title (Select ONLY one from the table below.)

For Sole Proprietorships	<input type="radio"/> Owner
For Limited Partnerships	<input type="radio"/> General Partner <input type="radio"/> Authorized Representative of General Partner
For General Partnerships	<input type="radio"/> Partner <input type="radio"/> Authorized Representative of Partner
For Limited Liability Partnerships	<input type="radio"/> General Partner <input type="radio"/> Authorized Representative of General Partner
For Member-Managed Limited Liability Companies	<input checked="" type="radio"/> Member <input type="radio"/> Authorized Representative of Member
For Manager-Managed Limited Liability Companies	<input type="radio"/> Manager <input type="radio"/> Authorized Representative of Manager
For Unincorporated Associations	<input type="radio"/> Chairman of the Board <input type="radio"/> President <input type="radio"/> Vice President <input type="radio"/> Secretary <input type="radio"/> Assistant Secretary <input type="radio"/> Chief Financial Officer <input type="radio"/> Treasurer <input type="radio"/> Assistant Treasurer

Signature Leonid Momotok Print Name Leonid Momotok Date 11-13-2012  
(mm/dd/yyyy)

Title (Select ONLY one from the table below.)

For Sole Proprietorships	<input type="radio"/> Owner
For Limited Partnerships	<input type="radio"/> General Partner <input type="radio"/> Authorized Representative of General Partner
For General Partnerships	<input type="radio"/> Partner <input type="radio"/> Authorized Representative of Partner
For Limited Liability Partnerships	<input type="radio"/> General Partner <input type="radio"/> Authorized Representative of General Partner
For Member-Managed Limited Liability Companies	<input checked="" type="radio"/> Member <input type="radio"/> Authorized Representative of Member
For Manager-Managed Limited Liability Companies	<input type="radio"/> Manager <input type="radio"/> Authorized Representative of Manager
For Unincorporated Associations	<input type="radio"/> Chairman of the Board <input type="radio"/> President <input type="radio"/> Vice President <input type="radio"/> Secretary <input type="radio"/> Assistant Secretary <input type="radio"/> Chief Financial Officer <input type="radio"/> Treasurer <input type="radio"/> Assistant Treasurer

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_  
(mm/dd/yyyy)



## **EXHIBIT 74**

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# LLC, Investment Club, or Partnership Account Application

PO Box 2760 ■ Omaha, NE 68103-2760

Fax: 866-468-6268

Questions? Call a New Accounts representative at 800-276-8746.

## 1. TYPE OF ACCOUNT (Please select only one. Additional paperwork may be required.)

- ☒ **Limited Liability Company** – Enter the tax classification (C=C corporation, S=S corporation, P=partnership) \_\_\_\_\_. By checking this box, the undersigned managing members of the below-named Limited Liability Company (LLC) duly organized under the laws of the state/province listed below hereby authorize TD Ameritrade Clearing, Inc. ("Clearing Firm") to open an account. The undersigned hereby authorize the parties listed in Section 5 ("Authorized Agents"), or any one of them, as the LLC's agents and attorneys-in-fact. If this is a single-member LLC, you must include a copy of the LLC Operating Agreement.
- ☐ **Investment Club** – By checking this box, the undersigned members of the Investment Club listed in Section 3 of this application hereby authorize TD Ameritrade Clearing, Inc. ("Clearing Firm") to open an account. The undersigned members hereby authorize the parties listed in Section 5 (the "Authorized Agents"), or any one of them, as their agents and attorneys-in-fact.
- ☐ **Partnership** – By checking this box, the undersigned general partners of a duly organized Partnership under the laws of the state/province and the name listed in Section 3 of this application hereby authorize TD Ameritrade Clearing, Inc. ("Clearing Firm") to open an account. The undersigned hereby authorize the parties listed in Section 5 of this application ("Authorized Agents"), or any one of them, as the Partnership's agents and attorneys-in-fact.
- ☐ **Limited Partnership** – By checking this box, the undersigned general partners of a duly organized Partnership under the laws of the state/province and the name listed in Section 3 of this application hereby authorize TD Ameritrade Clearing, Inc. ("Clearing Firm") to open an account. The undersigned hereby authorize the parties listed in Section 5 of this application ("Authorized Agents"), or any one of them, as the Partnership's agents and attorneys-in-fact.

## 2. FUNDING YOUR ACCOUNT

Please consult the TD Ameritrade Account Handbook for funding guidelines.

I will be funding with:

- ☐ A check. **Please make check payable to TD Ameritrade.**
- ☒ A wire transfer to be initiated after account opening. Please contact TD Ameritrade prior to initiating a wire transfer.
- ☐ A transfer of assets from an existing account. Please complete and include an Account Transfer Form and a copy of your most recent statement.
- ☐ A transfer from an existing TD Ameritrade account. Please complete and include an Internal Transfer Form.
- ☐ Stock certificates. Please contact TD Ameritrade prior to submitting certificates.

## 3. ENTITY INFORMATION

Title of Entity:

Southeastern Holding &amp; Investment Company LLC

Tax ID Number:

(U.S. Social Security Number, if applicable) 30-0596630

Contact Name:

Leonard

Business Address:

(no PO box or mail drop) 3421 Preston Pointe Way

City:

Cumming

State:

GA

ZIP Code:

3 0 0 4 1

Mailing Address:

(if different from above) Same

City:

State:

ZIP Code:

Primary Phone:

[REDACTED]

- 8 9 3 2

Secondary Phone:

4 0 4 - 9 2 5 - 3 4 7 6

Fax Number:

Email Address (required for electronic delivery of  
your account statement and trade confirmations):

Leonard2m@aol.com

☒ U.S. Entity ☐ Foreign Entity-Country of Formation:  
(Complete appropriate Form W-8)
State/Province of Formation/Organization:  
Georgia

Nature of Business:

Construction, others

If this entity is a publicly traded company, please specify the stock symbol:



#### 4. AFFILIATIONS

- ☐ Check here if any Partner/Authorized Agent, any member of their immediate family, or any business associate of theirs is a senior political figure (SPF). Specify the name of the Authorized Agent, the name of the SPF, political title, relationship to the Authorized Agent and country of office:
- ☐ Check here if any Partner/Authorized Agent is a director, 10% shareholder, or policy-making officer of a publicly traded company. Specify the name of the Authorized Agent, the company ticker symbol, name, address, city, and state/province:
- ☐ Check here if any Partner/Authorized Agent is licensed or employed by a registered broker/dealer, securities exchange, or member of a securities exchange. We must receive a compliance letter along with this application. Specify the name of the Authorized Agent:

#### 5. PARTNER/AUTHORIZED AGENT ONLY

Full Legal Name:

Leonid Momotok

Date of Birth:  
(MM-DD-YYYY) 1 9 6 7

U.S. Social Security Number:  
(SSN)\* 8 7 7 7

Home Address:  
(no PO box or mail drop) 3421 Preston Pointe Way

City:  
Cumming

State:  
GA

ZIP Code:  
3 0 0 4 1

Please specify if you are:

☐ Unemployed ☐ Retired ☐ Homemaker ☐ Student ☒ Self-Employed

Source of income (if retired or unemployed):

Employer Name:

Occupation/Type of Business:

Employer Street Address:

City:

State:

ZIP Code:

#### PARTNER/AUTHORIZED AGENT ONLY

Full Legal Name:

Date of Birth:  
(MM-DD-YYYY)

U.S. Social Security Number:  
(SSN)\*

Home Address:  
(no PO box or mail drop)

City:

State:

ZIP Code:

Please specify if you are:

☐ Unemployed ☐ Retired ☐ Homemaker ☐ Student ☐ Self-Employed

Source of income (if retired or unemployed):

Employer Name:

Occupation/Type of Business:

Employer Street Address:

City:

State:

ZIP Code:

#### PARTNER/AUTHORIZED AGENT ONLY

Full Legal Name:

Date of Birth:  
(MM-DD-YYYY)

U.S. Social Security Number:  
(SSN)\*

Home Address:  
(no PO box or mail drop)

City:

State:

ZIP Code:

Please specify if you are:

☐ Unemployed ☐ Retired ☐ Homemaker ☐ Student ☐ Self-Employed

Source of income (if retired or unemployed):

Employer Name:

Occupation/Type of Business:

Employer Street Address:

City:

State:

ZIP Code:

Please make additional copies if necessary.

\*If none, please submit a photocopy of your passport.

## 6. TRADE CONFIRMATIONS AND ACCOUNT STATEMENTS

You will receive monthly account statements and trade confirmations electronically, unless you make a selection below. If a valid email address is not provided, you will receive a quarterly paper statement or a monthly paper statement. Certain types of accounts or activity (such as options trading) require a monthly statement, either electronically or via U.S. mail. You will be responsible for any fees that apply. Accounts with a total liquidation value of \$100,000 or an average of five trades per month over a three-month period are eligible to receive free paper statement and confirmation delivery.

**Please note:** If you elected to receive either electronic statements or electronic confirmations, you will receive shareholder information electronically when available.

**Account Statement:** ☒ Electronic Monthly ☐ Paper Monthly (\$2 fee may apply each month) ☐ Paper Quarterly (\$2 fee may apply each quarter)

**Trade Confirmation:** ☒ Electronic ☐ Paper (\$2 fee for each confirmation may apply)

☒ Unless I have checked this box, TD Ameritrade will provide my name to corporations whose securities I hold in my account for the purpose of additional corporate communications.

## 7. INVESTMENTS PERMITTED

The undersigned certify that the entity may open a brokerage account and enter into purchases and sales of securities in a cash account as well as other types of transactions indicated below:

☒ **Margin** **Options:** ☒ Write covered calls, write cash-secured puts ☒ Create spreads  
☒ Purchase options ☒ Write uncovered options

## 8. FINANCIAL INFORMATION

Please provide all of the following financial information. Financial information is based on the entity. **All qualified accounts are opened as margin accounts.** A margin account allows you to borrow from TD Ameritrade against certain securities as your collateral. A decline in the value of your securities may require you to provide additional funds, or force the sale of securities in your account. Selling short can expose you to potentially unlimited risk. To learn more about the potential benefits of margin borrowing and the associated risks involved, read the Margin Account Handbook.

☐ Check this box to decline margin privileges. Open the account as cash only.

**Annual Net Profit:** ☐ \$0-\$24,999 ☐ \$25,000-\$49,999 ☒ \$50,000-\$99,999 ☐ \$100,000-\$249,999 ☐ \$250,000+

**Approximate Net Worth:** ☐ \$0-\$14,999 ☐ \$15,000-\$49,999 ☐ \$50,000-\$99,999 ☐ \$100,000-\$249,999  
 (not including place of business) ☐ \$250,000-\$499,999 ☐ \$500,000-\$999,999 ☐ \$1,000,000-\$1,999,999 ☐ \$2,000,000+

**Approximate Liquid Net Worth:** ☐ \$0-\$14,999 ☐ \$15,000-\$49,999 ☐ \$50,000-\$99,999 ☐ \$100,000-\$249,999  
 (cash, stocks, etc.) ☐ \$250,000-\$499,999 ☐ \$500,000-\$999,999 ☐ \$1,000,000-\$1,999,999 ☐ \$2,000,000+

## 9. OPTIONS ACCOUNT

By completing Section 9, we are requesting an options account to be opened. Due to the risks involved in options, we understand you are required to obtain the following information. The Financial Information section must be completed to be considered for options.

### ENTITY INFORMATION

**Number of Dependents:**

**Funds Available for Options Trading:** ☐ \$0-\$1,999 ☐ \$2,000-\$4,999 ☐ \$5,000-\$19,999 ☐ \$20,000-\$49,999 ☒ \$50,000+

**Years of Investment Experience:** ☐ Less than 1 ☐ 1-2 ☐ 3-5 ☐ 6-9 ☒ 10+

**Investment Knowledge:** ☐ Limited ☐ Good ☒ Extensive ☐ Professional trader

**Average Transaction Size:** ☐ Under \$1,000 ☐ \$1,001-\$2,000 ☐ \$2,001-\$5,000 ☒ Over \$5,000

**Number of Transactions Per Year:** ☐ Fewer than 10 ☐ 10-19 ☐ 20-49 ☒ 50+

**Types of Transactions:** ☒ Stocks ☐ Bonds ☒ Options  
 (Check all that apply.)

**What Are Your Options Investment Objectives?** ☐ Growth ☒ Speculation ☐ Income ☐ Conservation of Capital  
 (Check all that apply.)

**What Type of Activity Do You Plan to Conduct in Your Options Account?** ☐ Tier 1 - Covered  
 Write covered calls  
 Write cash-secured puts

☐ Tier 2 - Standard Cash  
 Purchase options  
 Write covered calls  
 Write cash-secured puts

☐ Tier 2 - Standard Margin  
 Create spreads  
 Purchase options  
 Write covered puts  
 Write covered calls  
 Write cash-secured puts  
 Requires Margin Account

☒ Tier 3 - Advanced  
 Write uncovered options  
 Create spreads  
 Purchase options  
 Write covered puts  
 Write covered calls  
 Requires Margin Account

## 10. CASH SWEEP VEHICLE CHOICES (Please select only one.)

We offer you choices in managing all aspects of your portfolio. This includes offering different programs to earn interest on the cash in your account through our Cash Balance programs. See the Client Agreement for a complete description of the Cash Sweep program. **If you do not make a selection, your cash balances will be swept to the TD Ameritrade FDIC Insured Deposit Account. Other sweep choices are available for clients with household values greater than \$500,000 and cash balances of more than \$100,000.**

☒ TD Ameritrade FDIC Insured Deposit Account (IDA)  
☐ TD Ameritrade Cash (Protected by the Securities Investor Protection Corporation (SIPC))



**11. MEMBER/PARTNER SIGNATURES (If Authorized Agent is a Member/Partner, they must also sign this section.)**

Members/Partners must be of the age of majority to sign as a Member/Partner. The undersigned are all Members/Partners of the aforesaid Investment Club/Partnership/LLC.

Full Legal Name:

Leonid Momotok

X Signature:

Leonid Momotok 8-28-12

Full Legal Name:

X Signature:

Full Legal Name:

X Signature:

Full Legal Name:

X Signature:

Full Legal Name:

X Signature:

Full Legal Name:

X Signature:

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Full Legal Name:

X Signature:

Full Legal Name:

X Signature:

Full Legal Name:

X Signature:

**12. TRADING AUTHORIZATION**


If this is an Investment Club, Partnership, or Limited Partnership, then Clearing Firm is authorized to follow the instructions of Authorized Agents, or any one of them, in every respect concerning the undersigned's account with Clearing Firm, and make deliveries of securities and payment of monies to them or as they may order and direct. In all matters and things aforementioned, as well as in all other things necessary or incidental to the administration to the account of the undersigned, Authorized Agents, or any one of them, are authorized to act for or on behalf of the undersigned in the same manner and with the same force and effect as the undersigned might or could do, and are authorized to receive on the behalf of the undersigned's account demands, notices, confirmations, reports, statements of account, and communications of every kind, to make agreements on behalf of the undersigned's account, to terminate or modify same and waive any provisions thereof, to appoint or remove other Authorized Agents to act for and on behalf of the undersigned, and generally deal on behalf of the undersigned's account as fully and completely as if Authorized Agents were interested in said account, all without notice to the others interested in said account. The undersigned hereby ratify and confirm any and all transactions with Clearing Firm heretofore or hereafter made by Authorized Agents, or any one of them, for the undersigned's account. This authorization and indemnity is in addition to (and in no way limits or restricts) any rights which Clearing Firm may have under any other agreement between the undersigned and Clearing Firm. This authorization and indemnity is binding on the undersigned and their estates, and is also a continuing one and shall remain in full force and effect until revoked by the undersigned by a written notice addressed to Clearing Firm and delivered to 1005 North Ameritrade Place, Bellevue, NE 68005, and shall continue after the death or insanity of any of the undersigned until receipt by Clearing Firm of written notice thereof; but such written revocation shall not affect any liability in any way resulting from transactions initiated prior to the receipt of such written revocation by Clearing Firm. This authorization and indemnity shall inure to the benefit of Clearing Firm and of any successor firm, irrespective of any change at any time in the personnel thereof, for any cause whatsoever, and of the assigns of Clearing Firm or any successor firm. We acknowledge receiving account documentation, agreements, and risk disclosure forms including the account "Client Agreement." The undersigned agree that this authorization is consistent with the terms and conditions set forth in any operating agreement, bylaws, articles of incorporation, or other governing instrument of the Investment Club, Partnership, or Limited Partnership, and any and all rules and regulations, whether express or implied of the Investment Club, Partnership, or Limited Partnership. We, the undersigned, jointly and severally indemnify TD Ameritrade, Inc., its divisions and affiliates thereof ("TD Ameritrade") and hold TD Ameritrade harmless from any liability for effecting any transactions if TD Ameritrade acts pursuant to instructions given by the Authorized Agents. We agree to inform TD Ameritrade, immediately in writing, of any amendment to the Investment Club, Partnership, or Limited Partnership Operating Agreement, any change in composition of the Authorized Agents or members or any other event which would materially alter the certifications made above.

If this is an LLC, then Clearing Firm is authorized to follow the instructions of Authorized Managers, or any one of them, in every respect concerning the LLC's account with Clearing Firm, and make deliveries of securities and payment of monies to them or as they may order or direct. In all matters and things aforementioned, as well as in all other things necessary or incidental to the administration of the LLC's account, Authorized Managers, or any one of them, are authorized to act for and on behalf of the LLC in the same force and effect as the undersigned might or could do, and are authorized to receive on behalf of the LLC's account demands, notices, confirmations, reports, statements of account, and communications of every kind, to make agreements on behalf of the LLC's account, to terminate or modify same or waive any provisions thereof, and generally to deal on behalf of the LLC's account as fully and completely as if Authorized Managers were interested in said account, all without notice to the other partners of the LLC. The undersigned hereby ratify and confirm any and all transactions with Clearing Firm heretofore or hereafter made by Authorized Managers, or any one of them, for the LLC's account. This authorization is in addition to (and in no way limits or restricts) any rights Clearing Firm may have under any other agreement between the undersigned and Clearing Firm. This authorization is binding on the undersigned and the LLC and for their respective successors and assigns, and is also a continuing one and shall remain in full force and effect until revoked by the undersigned, or their respective successors, and assigned by a written notice addressed to Clearing Firm and delivered to 1005 North Ameritrade Place, Bellevue, NE 68005. In the event any of the undersigned cease to be members of the LLC, Clearing Firm is authorized (a) to continue to treat such person as a member for all purposes, and as bound by this authorization until such time as one of the undersigned, or such person's representative, delivers a written notice to Clearing Firm, at the address set forth above, to the effect that such person has ceased to be a member and will no longer be bound by this authorization, and (b) to take such proceedings, require such papers, retain such portion of or restrict transactions in the LLC's account as Clearing Firm may deem advisable to protect it against any liability, penalty, or loss under any present or future law or otherwise. It is further agreed that, in the event any of the undersigned cease to be a member of the LLC, the remaining member(s) will immediately cause you to be notified of such fact. No notice of revocation, or of any of the undersigned ceasing to be a member of the LLC, shall affect any authority hereby granted or any liability in any way resulting from transactions initiated prior to the receipt of the written notice thereof by Clearing Firm. This authorization shall inure to the benefit of Clearing Firm, and of any successor firm, irrespective of any change at any time in the personnel thereof, for any cause whatsoever, and of the assigns of Clearing Firm or any successor firm. We acknowledge receiving account documentation, agreements, and risk disclosure forms including the account Client Agreement. The undersigned agree that this authorization is consistent with the terms and conditions set forth in any LLC Agreement or other governing instrument of the LLC, and any and all rules and regulations, whether express or implied of the LLC. We, the undersigned, jointly and severally indemnify TD Ameritrade, Inc., its divisions, and affiliates thereof ("TD Ameritrade") and hold TD Ameritrade harmless from any liability for effecting any transactions if TD Ameritrade acts pursuant to instructions given by the Authorized Agents. We agree to inform TD Ameritrade, immediately in writing, of any amendment to the LLC Operating Agreement, any change in composition of the Authorized Agents or members, or any other event which would materially alter the certifications made above.

### 13. ACCOUNT AGREEMENT

In this agreement, "Account Owner," "I" and "my" refer to the entity for which this account is established and/or the natural person(s) authorized to represent and act on behalf of the entity. Under penalties of perjury, I certify (1) that the Social Security Number shown on this form is my correct taxpayer identification number, (2) that I am not subject to backup withholding, and (3) that I am a U.S. person (including a resident alien); provided, however, if I am a nonresident alien as disclosed in this application, I do not certify that I am a U.S. person and I understand that I must submit a Form W-8BEN. If I have been notified by the IRS that I am subject to backup withholding as a result of dividend or interest underreporting, I must cross out (2) in this certification. I acknowledge that I have received and read the "Client Agreement," available at [www.tdameritrade.com](http://www.tdameritrade.com) or by calling 800-276-8746, that will govern my account. I agree to be bound by the Client Agreement which may be amended from time to time and which is incorporated by this reference. I release and agree to indemnify and hold harmless TD Ameritrade, Inc., its divisions, and affiliates thereof ("TD Ameritrade") from any and all liability and claims for damages resulting from any action taken pursuant to this Agreement. By my signature below, I attest that I am of legal age to contract and that the information contained in this application is true and correct. I hereby request, subject to acceptance by TD Ameritrade, an account be opened in the name(s) set forth above. **The Client Agreement applicable to this brokerage account agreement contains predispute arbitration clauses. By signing this agreement, the parties agree to be bound by the terms of the agreement including the arbitration agreement located in Section 12 of the Client Agreement.** All securities, dividends, and proceeds will be held at TD Ameritrade Clearing, Inc. unless otherwise instructed. I understand that TD Ameritrade may obtain a current consumer or credit report to determine my eligibility, or continuing eligibility, for credit or for other legitimate business purposes. Any decision by TD Ameritrade to extend credit may be based on information contained in a consumer or credit report, as well as the policies of TD Ameritrade Clearing, Inc. I understand that TD Ameritrade may relate information regarding this account, including account delinquency and voluntary closures, to consumer or credit reporting agencies. Upon my request, TD Ameritrade shall inform me of each consumer or credit reporting agency from which they have obtained and/or reported my consumer or credit report. TD Ameritrade agrees to notify the consumer or credit reporting agencies if I dispute the completeness or accuracy of the information furnished by TD Ameritrade. By my signature below, I authorize TD Ameritrade to obtain consumer or credit reports for the name(s) set forth below. I understand that non-deposit investments purchased through TD Ameritrade are not insured by the Federal Deposit Insurance Corporation (FDIC), are not obligations of or guaranteed by any financial institution and are subject to investment risk and loss that may exceed the principal invested. **Important information about procedures for opening a new account: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also utilize a third-party information provider for verification purposes and/or ask for a copy of your driver's license or other identifying documents. The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding. All Authorized Agents and Officers must provide their signatures below.**

If an options account has been requested, we (Authorized Agents) agree to abide by the rules of the listed options exchanges and the Options Clearing Corporation, and will not violate current position and exercise limits. We are aware of the risks involved in options trading and represent the fact that the Entity is financially able to bear such risks and withstand options-trading losses.

<b>X</b> Authorized Agent's Signature: 	Date: 08-28-2012
<b>X</b> Authorized Agent's Signature:	Date: _____
<b>X</b> Authorized Agent's Signature:	Date: _____

Investment Products: Not FDIC Insured \* No Bank Guarantee \* May Lose Value

TD Ameritrade, Inc., member FINRA/SIPC/NFA and TD Ameritrade Clearing, Inc., member FINRA/SIPC. TD Ameritrade is a trademark jointly owned by TD Ameritrade IP Company, Inc. and The Toronto-Dominion Bank. © 2011 TD Ameritrade IP Company, Inc. All rights reserved. Used with permission.

## **EXHIBIT 75**

BEGIN FORM - Terms and Conditions Effective Wednesday, March 26, 2014 at 08:31:21

**Ameritrade****For Internal Use Only**

Account Number:	4751
Type:	Individual
Registration:	Cash & Margin
Date Promoted:	12/16/2010 00:20
Principal Approving:	MIKE REGAN
Branch ID:	ATL 92480
Referrer:	direct
Ad Code:	WEB
Offer Code:	187

**Mailing Address**

Standard Delivery:  
Overnight:  
Fax:

PO Box 2760, Omaha, NE 68103-2760  
200 S. 108th Ave, Omaha, NE 68154-2631  
866-468-6268

**New Account Information**

Type:	Individual
Registration:	Cash & Margin
Receive Corp. Communications:	No
E-mail Address:	DUBOVOY1@GMAIL.COM
Account Statement:	Monthly Electronic
Trade Confirmation:	Electronic
Funding:	Wire
Sweep Vehicle:	IDA (FDIC) Product

**Account Owner**

Name:	MR ARKADIY DUBOVOY
Street Address:	3374 CEDAR FARMS CT ALPHARETTA, GA 30004-3223 UNITED STATES OF AMERICA
Marital Status:	Single
Home Phone:	7771
Social Security Number:	-6147
Date of Birth:	964
Mother's Maiden Name:	BABENKO
Citizenship:	US Citizen/Permanent Resident
Employment Status:	Employed
Occupation:	PRESIDENT
Employer:	APD DEVELOPERS INC.
Employment Address:	6495 SHILOH ROAD SUITE 400 ALPHARETTA, GA 30004 UNITED STATES OF AMERICA
Corporate Affiliation:	No
NASD Affiliation:	No

**Financial Questionnaire**

Income:	\$250,000+
Networth:	\$2,000,000+
Liquid Networth:	\$2,000,000+
Number of Dependents:	3

**CASH & MARGIN AGREEMENT**

Under penalties of perjury, I certify (1) that the Social Security Number shown on this form is my correct taxpayer identification number and (2) that I am not subject to backup withholding and (3) I am a U.S. person (including a resident alien); provided, however, if I am a nonresident alien as disclosed in this application, I do not certify that I am a U.S. person and I understand that I must submit a W-8BEN Form. If I have been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of dividend or interest underreporting, I must cross out (2) in this certification.

I have received and read the "Client Agreement," which is incorporated by this reference, that will govern my account. I agree to be bound by this Client Agreement, as amended from time to time, and request an account to be opened in the names(s) set forth below.

The Client Agreement applicable to this brokerage account agreement contains predispute arbitration clauses. By signing this agreement the parties agree to be bound by the terms of the agreement including the arbitration agreement located in section 12 of the Client Agreement.

**Important Information about procedures for opening a new account:**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also utilize a third-party information provider for verification purposes and/or ask for a copy of your driver's license or other identifying documents.

The IRS does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

\_\_\_\_\_  
Date

X  
MR ARKADIY DUBOVY  
Account Number: [REDACTED] 4751

**For Introducing Broker use only**

\_\_\_\_\_  
R.R. - Gen. Prin.

\_\_\_\_\_  
Date

**For TD Ameritrade Clearing, Inc. use only**

Margin account approval (initial & date):  
\_\_\_\_\_

New Accounts Opened By (initial & date):  
\_\_\_\_\_

Account Number: [REDACTED] 4751

END FORM - Terms and Conditions Effective Wednesday, March 26, 2014 at 08:31:21

## **EXHIBIT 76**







## **EXHIBIT 77**

## SUMMARY INFORMATION FOR OCEAN PRIME INC

## CUSTOMER SUMMARY FOR OCEAN PRIME INC

<b>Title:</b>	OCEAN PRIME INC
<b>Applicant ID:</b>	1921474
<b>Type:</b>	ORG - Pool
<b>Legal Country:</b>	British Virgin Islands
<b>Mailing Address:</b>	16 Sadovnicheskaya Street, bld. Moscow, 115035, Russian Federation
<b>E-mail Address:</b>	va@copperstone.ru
<b>Primary user name:</b>	oceanp201
<b>Employer:</b>	Set/Unset Employer
<b>Good-faith Review:</b>	
<b>RELATIONSHIP TO FORMER ML RISK COUNTRY - Applicant (Legal Residence/Mailing Address) ORG (Principal Place of Business) SIGNATORY Other Officer</b>	TRADER CEO
<b>RELATIONSHIP TO OTHER JURISDICTION THAT MAY POSE INCREASED FRAUD RISK - Applicant (Legal Residence/Mailing Address) ORG (Principal Place of Business) SIGNATORY Other Officer TRADER CEO</b>	
<b>RELATIONSHIP TO Non FATF COUNTRY - Applicant (Legal Residence/Mailing Address) OWNER</b>	
<b>NFA 1101 = NO - NFA 1101 Registration/Exemption = NO</b>	mholley (2013-04-05)

## ACCOUNT SUMMARY FOR U1179827

U1179827

<b>ID:</b>	827 (VAN: 9827)	<b>Equity yesterday:</b>	2,677,041 USD
<b>Type:</b>	Pool	<b>Started:</b>	13 Mar 2013
<b>Activated Capabilities:</b>	BOND FOP FUT LEVFX OPT STK MRGN PMRGN	<b>Approved:</b>	08 Apr 2013
<b>Status:</b>	Open. Clearing Status	<b>Opened:</b>	08 Apr 2013
<b>Phylum</b>	C - Customer	<b>Funded:</b>	17 Apr 2013
<b>Priority</b>	NORMAL+ Change Priority	<b>Closed:</b>	
<b>IB Entity:</b>	IBLLC-US	<b>Operator:</b>	
<b>Currency:</b>	USD	<b>Estate:</b>	
<b>TMS tickets</b>	TMS sticky notes	<b>Assign to ASG</b>	Account Diagnostic

## ACCOUNT APPROVAL DECISION

<b>DATE OPENED</b>	<b>DATE CLOSED</b>
2013-04-08 16:34:45	

Decision: Accepted (Initial)

Proclamations: I have reviewed and approved this account for portfolio margin, based on my review of all financial and investment information provided by the customer, and based on the fact that the account is eligible for uncovered option trading and has acknowledged receipt of and agreement with the Portfolio Margin Risk Disclosure.

Deciding User: smitman

and based on the fact that the account is eligible for uncovered option trading and has acknowledged receipt of and agreement with the Portfolio Margin Risk Disclosure.

Deciding User: smitman  
 Deciding Time: 08 Apr 2013 12:10:29 EDT  
 Initial Capabilities: BOND FOP FUT LEVFX MRGN MULT OPT PMRGN STK  
 Compliance Officer: tsierer  
 Compliance Time: 08 Apr 2013 11:10:51 EDT  
 Risk Officer: smitman  
 Risk Time: 08 Apr 2013 12:10:29 EDT  
 Additional Remarks:

ACCOUNT CAPABILITIES	
Approved Capabilities	[BOND, FOP, FUT, LEVFX, MRGN, MULT, OPT, PMRGN, STK]
Activated Capabilities	[BOND, FOP, FUT, LEVFX, OPT, STK, MRGN, PMRGN]

No Upgrade Decisions yet

ADDITIONAL APPLICANT/REGISTRATION INFORMATION	
APPLICANT INFO	
Applicant ID: 1921474	Primary Phone: 74959880010
US Tax ID: N/A	Mailing Address #: 16 Sadovnicheskaya Street, bld
Country of Legal residence: British Virgin Islands	Moscow, N/A 115035
Applicant Citizenship: British Virgin Islands	Russian Federation
State of Legal residence: N/A	Currency/Rate: USD / 1.0
Market Data Status: Professional	Marketing/Sales Info:
Token Type: Gold	Assisted by: self
	Use Trader IDs: Disabled

INVESTMENT EXPERIENCE			
Years of Experience	# of Trades per Year	Knowledge Level	
Stocks	> 100	Extensive	
Options	> 100	Extensive	
Commodities	> 100	Extensive	
Bond	> 100	Extensive	
FX	> 100	Extensive	
CFD	N/A	0	

FINANCIAL INFORMATION	
Estimated Net Worth	Estimated Liquid Net Worth
5,000,001 - 10,000,000	1,000,001 - 5,000,000
	Sources of Funds

## FINANCIAL INFORMATION

Estimated Net Worth	5,000,001 - 10,000,000	Estimated Liquid Net Worth	1,000,001 - 5,000,000
Net Income	> 1,000,001	Sources of Funds (Other than regular income)	N/A
Total Assets	5,000,001	Accredited Investor for Private Placement?	No
		Invited to Private Placement?	No

## INVESTMENT OBJECTIVES

Growth, Trading, Speculation, Hedging

Edit Objective

## DISCIPLINARY EVENTS

QUESTION	ANSWER	NATIVE ANSWER
Has the organization or any of its officers or authorized traders ever been the subject of, or initiated, litigation, arbitration or any other type of dispute or settlement procedure with another broker or dealer?	No	N/A
Has the organization or any of its officers or authorized traders ever been the subject of an investigation or proceeding by any commodities or securities exchange or regulatory authority or self-regulatory authority?	No	N/A
Have any of the principals, officers or authorized traders of the Organization ever been arrested for, or convicted of, a crime?	No	N/A

## COMPLIANCE/REGULATORY INFORMATION

Is the account holder or any immediate family member who resides in the same household, registered as a broker-dealer or an employee, director or owner of a securities or commodities brokerage firm?

No

## Add Broker-Dealer Affiliation

QUESTION	ANSWER	NATIVE ANSWER
Is the Organization engaged in the brokerage business? (e.g., is the Organization registered, authorized or operating as a futures commission merchant, or securities or futures brokerage firm in the US, UK, Canada or elsewhere) If Yes, provide details	No	N/A
Is the organization required to be registered in the US, pursuant to NFA By-Law 1101, with the Commodities Futures Trading Commission, or in Canada with the IDA, or in any other country, as a futures commission merchant, introducing broker, commodity pool operator, commodity trading advisor, retail foreign exchange dealer or leverage transaction merchant?	No	N/A
* NFA By-Law 1101 Statement: Account holder has indicated that none of the account holders are U.S. residents, that the account does not solicit owners that are U.S. residents and that the organization would not accept U.S. residents as owners or investors. Under NFA Guidance, there is no need for the account to apply for an exemption.		
Does any of the owners/investors of the organization reside in the U.S.?	No	
Does the organization solicit owners/investors who reside in the U.S.?	No	
Would the organization accept owners/investors who reside in the U.S.?	No	
NFA Registration/Exemption Status		
Is the organization a member of an exchange or an associated person, affiliated person or employee of an exchange member?	No	N/A
Is the account holder a member of a regulatory or a self-regulatory organization?	No	N/A
Is the account holder or any of its officers: i) a director, ii) a 10% shareholder, or iii) a policy-making officer of any publicly traded company? If Yes, enter stock symbols of companies:	No	No
Does the organization control the trading in, or have an ownership interest in, any other Interactive Brokers accounts?	No	No
Is the organization operating under a banking license issued by an OFAC or ML Risk Country?	no	no
Is the organization operating under an offshore banking license?	N/A	N/A
Is the organization the branch of a foreign bank found or chartered in one of the listed countries?	no	no



Is the organization operating under a banking license issued by an OFAC or ML Risk Country? no no no

Is the organization operating under an offshore banking license? N/A N/A

Is the organization the branch of a foreign bank found or chartered in one of the listed countries? no no no

Accepted Futures Arbitration Agreement? Yes Yes Yes

Edit Compliance Information Change Arbitration Agreement

# APPLICANT ASSOCIATED ENTITIES

Show all

Personal Information for Mr. David Amaryan (attorney-SIGNATORY,TRADER,Other Officer)		show
<p><b>Name:</b>Mr. David Amaryan  <b>Entity ID:</b> 16879843  <b>Opened Account ?</b> Yes</p>		
<p><b>US-ASCII Fields</b></p> <p><b>Citizenship:</b> Russian Federation  <b>DOB:</b> 1980  <b>City of Birth:</b>  <b>Drivers Lic #:</b>  <b>Alien ID:</b>  <b>Passport:</b> 849(Russian Federation)  <b>National ID:</b>  <b>has Greencard:</b> false</p>		
<p><b>Native Language Fields (Language code: en)</b></p> <p><b>Citizenship:</b> Russian Federation  <b>DOB:</b> 1980  <b>City of Birth:</b>  <b>Drivers Lic #:</b>  <b>Alien ID:</b>  <b>Passport:</b> 1849(Russian Federation)  <b>National ID:</b>  <b>has Greencard:</b> false</p>		
<p><b>Email:</b> david.amaryan@gmail.com  <b>Home Phone:</b> 80010  <b>Residential Address:</b> Bolshaya Akademicheskaya Street house 15, 1, 255 Moscow, 125130 Russian Federation  <b>Mailing Address:</b> Same as residential address  <b>Occupation:</b></p>		
<p><b>Email:</b> david.amaryan@gmail.com  <b>Home Phone:</b> 80010  <b>Residential Address:</b> Bolshaya Akademicheskaya Street house 15, 1, 255 Moscow, 125130 Russian Federation  <b>Mailing Address:</b> Same as residential address  <b>Occupation:</b></p>		
Change Info	Request Proof of ID and DOB	Request Proof of Address
		Mark as PEP
		Ownership History
<p><b>Sessions:</b></p> <p>User: 201 (827) Active in TWS: Yes Role: OWNER Token Type: Gold</p>		
<p><b>Personal Information for Mr. David Amaryan (CEO)</b></p>		
<p><b>US-ASCII Fields</b></p> <p><b>Citizenship:</b> Russian Federation  <b>DOB:</b> 1980  <b>City of Birth:</b>  <b>Drivers Lic #:</b>  <b>Alien ID:</b>  <b>Passport:</b> 1849(Russian Federation)  <b>National ID:</b>  <b>has Greencard:</b> false</p>		
<p><b>Native Language Fields (Language code: en)</b></p> <p><b>Citizenship:</b> Russian Federation  <b>DOB:</b> 1980  <b>City of Birth:</b>  <b>Drivers Lic #:</b></p>		
<p><b>Email:</b> david.amaryan@gmail.com  <b>Home Phone:</b> 80010  <b>Residential Address:</b> Bolshaya Akademicheskaya Street house 15, 1, 255 Moscow, 125130 Russian Federation  <b>Mailing Address:</b> Same as residential address  <b>Occupation:</b></p>		
<p><b>Email:</b> david.amaryan@gmail.com  <b>Home Phone:</b> 80010  <b>Residential Address:</b> Bolshaya Akademicheskaya Street house 15, 1, 255 Moscow, 125130 Russian Federation  <b>Mailing Address:</b> Same as residential address  <b>Occupation:</b></p>		
		show

**Name:** David Amaryan  
**Entity ID:** 16879928

**Citizenship:** Russian Federation  
**DOB:** [REDACTED] 1980  
**City of Birth:** [REDACTED]  
**Drivers Lic #:** [REDACTED]  
**Alien ID:** [REDACTED] 349 (Russian Federation)  
**Passport:** [REDACTED]  
**National ID:** [REDACTED]  
**has Greencard:** false

**Email:** david.amaryan@gmail.com  
**Home Phone:** [REDACTED] 80010

**Residential Address:** Bolshaya Akademicheskaya Street  
house 15, 1, 255  
Moscow, 125130  
Russian Federation  
**Mailing Address:** Same as residential address  
**Occupation:**

Ownership History

Mark as PEP

Request Proof of Address

Change Info Request Proof of ID and DOB

Personal Information for **Alfred V Brewster Mr. (OWNER)**

show

## US-ASCII Fields

**Name:** Alfred V Brewster Mr  
**Entity ID:** 16893016  
**Ownership percentage:** 100

**Citizenship:** Seychelles  
**DOB:** [REDACTED] 1953  
**City of Birth:** [REDACTED]  
**Drivers Lic #:** [REDACTED]  
**Alien ID:** [REDACTED] 196 (Seychelles)  
**Passport:** [REDACTED]  
**National ID:** [REDACTED]  
**has Greencard:** false

**Home Phone:** [REDACTED] 854  
**Residential Address:** Quatre Borne  
Baie Lazare, Mahe, n/a  
Seychelles  
**Mailing Address:** Same as residential address  
**Occupation:**

## Native Language Fields (Language code: en)

**Name:** Alfred V Brewster Mr  
**Entity ID:** 16893016

**Citizenship:** Seychelles  
**DOB:** [REDACTED] 1953  
**City of Birth:** [REDACTED]  
**Drivers Lic #:** [REDACTED]  
**Alien ID:** [REDACTED] 196 (Seychelles)  
**Passport:** [REDACTED]  
**National ID:** [REDACTED]  
**has Greencard:** false

**Home Phone:** [REDACTED] 4854  
**Residential Address:** Quatre Borne  
Baie Lazare, Mahe, n/a  
Seychelles  
**Mailing Address:** Same as residential address  
**Occupation:**

Ownership History

Mark as PEP

Request Proof of Address

Change Info Request Proof of ID and DOB

## **EXHIBIT 78**



## SUMMARY INFORMATION FOR INTERTRADE PACIFIC S.A

## CUSTOMER SUMMARY FOR INTERTRADE PACIFIC S.A

Title:	Intertrade Pacific S.A
Applicant ID:	1744182
Type:	ORG - Pool
Legal Country:	British Virgin Islands
Mailing Address:	Akademicheskaya B. street, House 15, 1, 255, Moscow, 125130, Russian Federation
E-mail Address:	da@copperstone.ru
Primary user name:	davida241
Employer:	Set/Unset Employer
Good-faith Review:	
RELATIONSHIP TO FORMER ML RISK COUNTRY - Applicant (Legal Residence/Mailing Address) ORG (Principal Place of Business) SIGNATORY Employee	
TRADER CEO OWNER	
RELATIONSHIP TO OTHER JURISDICTION THAT MAY POSE INCREASED FRAUD RISK - Applicant (Legal Residence/Mailing Address) ORG (Principal Place of Business) SIGNATORY Employee TRADER CEO OWNER	
RELATIONSHIP TO Non FATF COUNTRY - Applicant (Legal Residence/Mailing Address)	

## ACCOUNT SUMMARY FOR U658284

U658284

ID:	284 (VAN 8284)	Equity yesterday:	1,099,521 USD
Type:	Pool	Started:	16 Nov 2011
Activated Capabilities:	BOND CFD FOP FUT LEVFX OPT SST STK MRGN PMRGN	Approved:	11 Jan 2012
Status:	Open. Clearing Status	Opened:	11 Jan 2012
Phylum	C - Customer	Funded:	27 Jan 2012
Priority	FAST Change Priority	Closed:	
IB Entity:	IBLLC-US	Operator:	
Currency:	USD	Estate:	
TMS tickets	TMS sticky notes	Assign to ASG	Account Diagnostic

## ACCOUNT APPROVAL DECISION

CLICK to see Account Reopen History

Decision: Accepted (Initial)

Proclamations: Based on the fact that this customer, an organization, has satisfied Interactive Brokers' threshold financial criteria to trade security futures, and based on IB's verification of relevant account information under IB's written account approval and anti-money laundering procedures, and based on my review of all information provided by the customer, including but not limited to the customer's investment objectives, annual income, net worth, liquid net worth and investment experience of its authorized officers, partners and/or traders, I approve this account for trading security futures.

I have reviewed and approved this account for portfolio margin, based on my review of all financial and investment information provided by the customer, and based on the fact that the account is eligible for uncovered option trading and has acknowledged receipt of and agreement with the Portfolio Margin Risk Disclosure.

i have reviewed and approved this account for portfolio margin, based on my review of all financial and investment information provided by the customer, and based on the fact that the account is eligible for uncovered option trading and has acknowledged receipt of and agreement with the Portfolio Margin Risk Disclosure.

Deciding User: smitman  
Deciding Time: 11 Jan 2012 15:25:14 EST  
Initial Capabilities: BOND CFD FOP FUT MRGN MULT OPT PMRGN SSF STK  
Compliance Officer: dbridges  
Compliance Time: 11 Jan 2012 15:05:12 EST  
Risk Officer: smitman  
Risk Time: 11 Jan 2012 15:25:14 EST  
Additional Remarks:

ACCOUNT CAPABILITIES	
Approved Capabilities	[BOND, CFD, FOP, FUT, LEVFX, MRGN, MULT, OPT, PMRGN, SSF, STK]
Activated Capabilities	[BOND, CFD, FOP, FUT, LEVFX, OPT, SSF, STK, MRGN, PMRGN]

No Upgrade Decisions yet

ADDITIONAL APPLICANT/REGISTRATION INFORMATION	
APPLICANT INFO	
Applicant ID: 1744182	Primary Phone: 74959880010
US Tax ID: N/A	Mailing Address #: Akademichaskaya B. street
Country of Legal residence: British Virgin Islands	House 15, 1, 255
Applicant Citizenship: British Virgin Islands	Moscow, N/A 125130
State of Legal residence: N/A	Russian Federation
Market Data Status: Professional	Currency/Rate: USD / 1.0
Token Type: Gold	Marketing/Sales Info:
	Assisted by: self
	Use Trader IDs: Disabled

INVESTMENT EXPERIENCE			
	</		

UPL N/A N/A U

### FINANCIAL INFORMATION

Estimated Net Worth	1,000,001 - 5,000,000	Estimated Liquid Net Worth	1,000,001 - 5,000,000
Net Income	150,001 - 250,000	Sources of Funds (Other than regular income)	N/A
Total Assets	1,000,001	Accredited Investor for Private Placement?	No
		Invited to Private Placement?	No

### INVESTMENT OBJECTIVES

Growth, Trading, Speculation, Hedging

Edit Objective

### DISCIPLINARY EVENTS

QUESTION	ANSWER	NATIVE ANSWER
Has the organization or any of its officers or authorized traders ever been the subject of, or initiated, litigation, arbitration or any other type of dispute or settlement procedure with another broker or dealer?	No	N/A
Has the organization or any of its officers or authorized traders ever been the subject of an investigation or proceeding by any commodities or securities exchange or regulatory authority or self-regulatory authority?	No	N/A
Have any of the principals, officers or authorized traders of the Organization ever been arrested for, or convicted of, a crime?	No	N/A

### COMPLIANCE/REGULATORY INFORMATION

Is the account holder or any immediate family member who resides in the same household, registered as a broker-dealer or an employee, director or owner of a securities or commodities brokerage firm? No

### Add Broker-Dealer Affiliation

QUESTION	ANSWER	NATIVE ANSWER
Is the Organization engaged in the <b>brokerage business</b> ? (e.g., is the Organization registered, authorized or operating as a futures commission merchant, or securities or futures brokerage firm in the US, UK, Canada or elsewhere) If Yes, provide details	No	N/A
Is the organization required to be registered in the US, pursuant to NFA By-Law 1101, with the Commodities Futures Trading Commission, or in Canada with the IDA, or in any other country, as a futures commission merchant, introducing broker, commodity pool operator, commodity trading advisor, retail foreign exchange dealer or leverage transaction merchant?	No	N/A
* NFA By-Law 1101 Statement: This is a proprietary account for an operating business (exempt from registration and no need to apply for exemption under NFA Guidance)		
Is the organization a member of an exchange or an associated person, affiliated person or employee of an exchange member?	No	N/A
Is the account holder a member of a regulatory or a self-regulatory organization?	No	N/A
Is the account holder or any of its officers: i) a director, ii) a 10% shareholder, or iii) a policy-making officer of any publicly traded company? If Yes, enter stock symbols of companies:	No	No
Does the organization control the trading in, or have an ownership interest in, any other Interactive Brokers accounts?	No	No
Is the organization operating under a banking license issued by an OFAC or ML Risk Country?	no	no
Is the organization operating under an offshore banking license?	N/A	N/A
Is the organization the branch of a foreign bank found or chartered in one of the listed countries?	no	no
Accepted Futures Arbitration Agreement?	Yes	Yes

Edit Compliance Information Change Arbitration Agreement

SEC-IB-E-0002701

Is the organization the branch of a foreign bank round or chartered in one of the listed countries?

Accepted Futures Arbitration Agreement?

no  
Yesno  
Yes

Edit Compliance Information Change Arbitration Agreement

## APPLICANT ASSOCIATED ENTITIES

Personal Information for David Amaryan (SIGNATORY, TRADER, OWNER)		show
Show all		
US-ASCII Fields		
Name: David Amaryan Entity ID: 12528002 Opened Account ? Yes Ownership percentage: 100	Citizenship: Russian Federation DOB: [REDACTED] 1980 City of Birth: [REDACTED] Drivers Lic #: [REDACTED] Alien ID: [REDACTED] Passport: [REDACTED] 1849 (Russian Federation) National ID: [REDACTED] has Greencard: false	Email: da@copperstone.ru Home Phone: [REDACTED] 80010 Residential Address: Akademichaskaya B. street house 15, 1, 255 Moscow, 125130 Russian Federation Mailing Address: Same as residential address Occupation:
Native Language Fields (Language code: en)		
Name: David Amaryan Entity ID: 12528002 Opened Account ? Yes	Citizenship: Russian Federation DOB: [REDACTED] 1980 City of Birth: [REDACTED] Drivers Lic #: [REDACTED] Alien ID: [REDACTED] Passport: [REDACTED] 1849 (Russian Federation) National ID: [REDACTED] has Greencard: false	Email: da@copperstone.ru Home Phone: [REDACTED] 80010 Residential Address: Akademichaskaya B. street house 15, 1, 255 Moscow, 125130 Russian Federation Mailing Address: Same as residential address Occupation:
Change Info	Request Proof of ID and DOB	Ownership History
Sessions:		
User: [REDACTED] 241 ( [REDACTED] 284 ) Active in TWS: Yes Role: OWNER Token Type: Gold		
Personal Information for David Amaryan (CEO)		
US-ASCII Fields		
Name: David Amaryan Entity ID: 12528043	Citizenship: Russian Federation DOB: [REDACTED] 1980 City of Birth: [REDACTED] Drivers Lic #: [REDACTED] Alien ID: [REDACTED] Passport: [REDACTED] 1849 (Russian Federation) National ID: [REDACTED] has Greencard: false	Email: da@copperstone.ru Home Phone: [REDACTED] 380010 Residential Address: Akademichaskaya B. street, house 15, 1, 255 Moscow, 125130 Russian Federation Mailing Address: Same as residential address Occupation:
Native Language Fields (Language code: en)		
Name: David Amaryan Entity ID: 12528043	Citizenship: Russian Federation DOB: [REDACTED] 1980 City of Birth: [REDACTED] Drivers Lic #: [REDACTED] Alien ID: [REDACTED] Passport: [REDACTED] 1849 (Russian Federation) National ID: [REDACTED] has Greencard: false	Email: da@copperstone.ru Home Phone: [REDACTED] 0010 Residential Address: Akademichaskaya B. street, house 15, 1, 255 Moscow, 125130 Russian Federation Mailing Address: Same as residential address Occupation:
Change Info	Request Proof of ID and DOB	Ownership History



National ID: has Greencard: false		Russian Federation Mailing Address: Same as residential address Occupation:		
Change Info	Request Proof of ID and DOB	Request Proof of Address	Mark as PEP	Ownership History
Personal Information for Mr. Maxim Baytashev (TRADER, Employee)				
show				
US-ASCII Fields				
Name: Mr. Maxim Baytashev				
Entity ID: 13769452				
Citizenship: Russian Federation				
DOB: [REDACTED] 1982				
City of Birth:				
Drivers Lic #:				
Alien ID:				
Passport: 4 [REDACTED] 40032 (Russian Federation)				
National ID:				
has Greencard: false				
Residential Address: Sadovnicheskaya h.16, bld.1 floor 2, "Copperstone Capital" Moscow, Moscow 115035 Russian Federation				
Mailing Address: Same as residential address				
Occupation:				
Native Language Fields (Language code: en)				
Citizenship: Russian Federation				
DOB: [REDACTED] 1982				
City of Birth:				
Drivers Lic #:				
Alien ID:				
Passport: [REDACTED] 032 (Russian Federation)				
National ID:				
has Greencard: false				
Residential Address: Sadovnicheskaya h.16, bld.1 floor 2, "Copperstone Capital" Moscow, Moscow 115035 Russian Federation				
Mailing Address: Same as residential address				
Occupation:				
Change Info				
Request Proof of ID and DOB				
Request Proof of Address				
Mark as PEP				
Ownership History				
Sessions:				
<div>User: [REDACTED] 187 ( [REDACTED] 284)</div> <div>Active In TWS: Yes</div> <div>Role: CUSTOM</div> <div>Privileges: RM TA UM</div> <div>Functions: ACCOUNT_HOLDER CLOSURE FINANCIAL_HISTORY REGULATORY USER_PRIVILEGE</div> <div>Token Type: Bingo</div>				

## **EXHIBIT 79**

SUMMARY EXHIBIT PURSUANT TO FED. R. EVID. 1006  
INTERNET PROTOCOL ADDRESSES USED DURING THE RELEVANT PERIOD

<u>Source</u>	<u>Account / Email / Other</u>	<u>Associated Person(s)</u>	<u>IP Address</u>
Email files	Turchynov alias	Turchynov	[REDACTED] 18.42
Newswire Services	Used in intrusions at newswire services	Turchynov and Ieremenko	[REDACTED] 18.42
TD Ameritrade & National Financial Services	TDA *4751; NFS *6216	Arkadiy Dubovoy and Igor Dubovoy	[REDACTED] 18.42
Newswire Service 2	Used in intrusions at newswire services	Turchynov and Ieremenko	[REDACTED] 9.101
TD Ameritrade	TDA *7954	Arkadiy Dubovoy and Igor Dubovoy	[REDACTED] 9.101
Email files	dubovoy@gmail.com; dubovoy01@gmail.com; dubovoy1@gmail.com	Pavel Dubovoy, Arkadiy Dubovoy and Igor Dubovoy	[REDACTED] 9.101
Newswire Services	Used in intrusions at newswire services	Turchynov and Ieremenko	[REDACTED] 136.6
Email files	Turchynov alias	Turchynov	[REDACTED] .136.6
TD Ameritrade	TDA *4751	Arkadiy Dubovoy and Igor Dubovoy	[REDACTED] .136.6
Newswire Services	Used in intrusions at newswire services	Turchynov and Ieremenko	[REDACTED] 26.98
Email files	dubovoy@gmail.com; garkusha1@gmail.com	Pavel Dubovoy, Aleksandr Garkusha	[REDACTED] 26.98
Email files	Turchynov alias	Turchynov	[REDACTED] 26.98
Interactive Brokers	IB *4444	Global Hedge	[REDACTED] 5.166
Email files	Dubovoy01@gmail.com	Arkadiy Dubovoy	[REDACTED] 5.166
Interactive Brokers	IB *2799	Memelland Investments Ltd.	[REDACTED] 5.166
Email files	Dubovoy@gmail.com	Pavel Dubovoy	[REDACTED] 5.166
Interactive Brokers	IB *9827	Ocean Prime, Inc.	[REDACTED] 3.74
Interactive Brokers	IB *8284	Intertrade Pacific S.A.	[REDACTED] .3.74
Interactive Brokers	IB *2806	Escada Logistics Ltd.	[REDACTED] 3.74
Interactive Brokers	IB * 6218	Nikolai Slepenev	[REDACTED] .3.74



SUMMARY EXHIBIT PURSUANT TO FED. R. EVID. 1006  
INTERNET PROTOCOL ADDRESSES USED DURING THE RELEVANT PERIOD

<u>Source</u>	<u>Account / Email / Other</u>	<u>Associated Person(s)</u>	<u>IP Address</u>
Interactive Brokers	IB* 9827	Ocean Prime, Inc.	██████ 8.193
Interactive Brokers	IB *8284	Intertrade Pacific S.A.	██████ 8.193
Interactive Brokers	IB *2806	Escada Logistics Ltd.	██████ 8.193
Interactive Brokers	IB *4148	Alexander Fedoseev	██████ 0.168
Interactive Brokers	IB *7182	Roman Lavlinskiy	██████ 0.168
Interactive Brokers	IB *4548	Oleksandr Makarov	██████ 86.43
Interactive Brokers	IB *7960	Concorde Bermuda Ltd.	██████ 86.43
Interactive Brokers	IB* 1358	Concorde Bermuda Ltd.	██████ 86.43
Interactive Brokers	IB* 2720	Concorde Bermuda Ltd.	██████ 86.43
Interactive Brokers	IB *4237	Concorde Bermuda Ltd.	██████ 86.43
Interactive Brokers	IB *5253	Concorde Bermuda Ltd.	██████ 86.43
Interactive Brokers	IB *4548	Oleksandr Makarov	██████ 1.130
Interactive Brokers	IB *7960	Concorde Bermuda Ltd.	██████ 1.130
Interactive Brokers	IB *1358	Concorde Bermuda Ltd.	██████ 1.130
Interactive Brokers	IB *2720	Concorde Bermuda Ltd.	██████ 1.130
Interactive Brokers	IB *4237	Concorde Bermuda Ltd.	██████ 1.130
Interactive Brokers	IB *5253	Concorde Bermuda Ltd.	██████ 1.130
Interactive Brokers	IB *2751	Exante Ltd.	██████ 3.9.62
Interactive Brokers	IB *0802	Exante Ltd.	██████ 3.9.62
Interactive Brokers	IB *1343	Exante Ltd.	██████ 3.9.62
Interactive Brokers	IB *1344	Exante Ltd.	██████ 3.9.62

SUMMARY EXHIBIT PURSUANT TO FED. R. EVID. 1006  
INTERNET PROTOCOL ADDRESSES USED DURING THE RELEVANT PERIOD

<u>Source</u>	<u>Account / Email / Other</u>	<u>Associated Person(s)</u>	<u>IP Address</u>
Interactive Brokers	IB *4444	Global Hedge Capital Fund Ltd.	██████ 3.9.62
Interactive Brokers	IB *2751	Exante Ltd.	██████ 98.34
Interactive Brokers	IB *0802	Exante Ltd.	██████ 98.34
Interactive Brokers	IB *1343	Exante Ltd.	██████ 98.34
Interactive Brokers	IB *1344	Exante Ltd.	██████ 98.34
Interactive Brokers	IB *4444	Global Hedge Capital Fund Ltd.	██████ 98.34
Interactive Brokers	IB *2450	Guibor S.A.	██████ 3.100
Interactive Brokers	IB *2898	Omega 26 Investments Ltd.	██████ 3.100